The Case

OF

The Irish Landlords.

BY

ONE OF THEM.

WITH THE

RESOLUTIONS AND STATEMENT

ON THE

IRISH LAND PURCHASE QUESTION

ADOPTED BY

THE IRISH LANDOWNERS' CONVENTION

On 10th OCTOBER, 1902;

AND THE

REPORT OF THE IRISH LAND CONFERENCE.

PUBLISHED BY

THE IRISH LANDOWNERS' CONVENTION.

LONDON :

P. S. KING & SON, Orchard House, Great Smith Street, Westminster.

DUBLIN :

HODGES, FIGGIS & CO., LTD., 104 Grafton Street.

1903.

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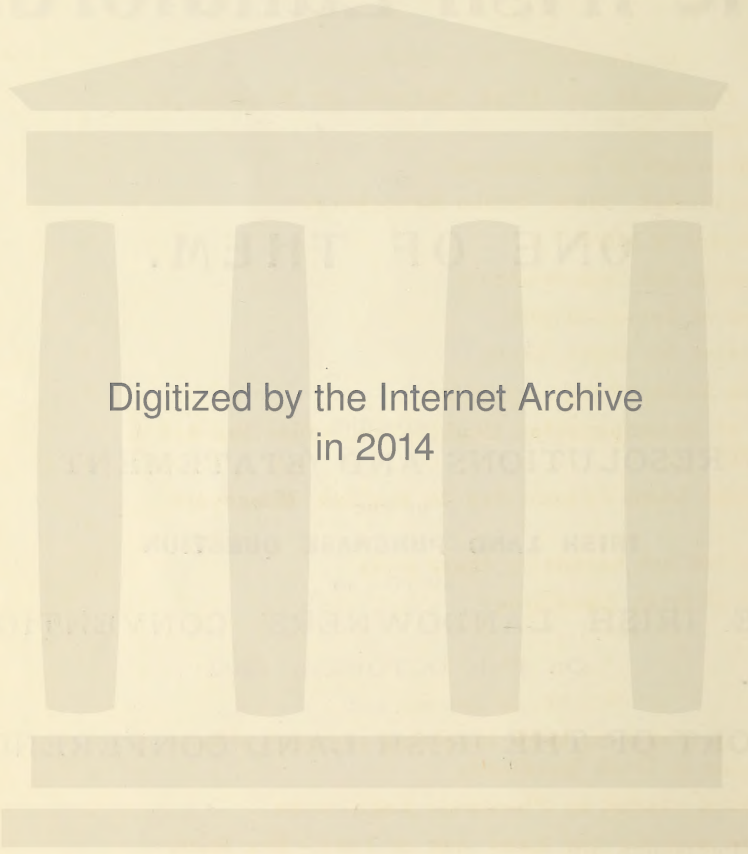

CONTENTS.

PREFACE.

On July 23rd, 1897, Lord Salisbury said in the House of Lords that "things may be done to the advantage of the Irish landlords, which you may call compensation, but which I would call merited tenderness for an interest which has been hardly treated."

An opportunity for doing such things has been created by the introduction by the Chief Secretary to the Lord Lieutenant of a new and comprehensive Irish Land Bill.

The Statement in which the Irish Landowners' Convention called on the Government to bring in an effective Land Purchase Bill re-affirmed in general words the justice of their claims for compensation in some form.

For the information of those who may have forgotten or not be aware of the precise nature and grounds of these claims, and in explanation of the first paragraph of the Statement adopted by the Irish Landowners' Convention on October 10th, 1902, "The Case of the Irish Landlords," which originally appeared in the *Daily Express* (Dublin), in 1898, has been revised and brought up to date, and is commended to the consideration of all those who desire that the Land Bill may pass in a shape which will do justice as well as promote peace in Ireland.

THE

CASE OF THE IRISH LANDLORDS.

I.

THE BEGINNINGS OF CONFISCATION.

Benefits Conferred on Irish Tenants at Expense of Landlords.

1. During the last thirty-three years much has been done for Irish tenants. With the question whether enough has been done for them, or too much, or too little, this statement has no concern ; but Parliament, having decided, on public grounds, to confer valuable rights and privileges on one section of His Majesty's Irish subjects, should have conferred them at the public expense. In so far as they have been conferred at the expense, not of the public, but of another, and a comparatively small section of His Majesty's Irish subjects, that section is entitled to compensation.

First beginnings of Confiscation.

2. In order to state the case of the Irish landlord with approximate completeness, it is necessary to begin with an earlier date than that of Mr. Gladstone's first Land Act.

Irish Church Act, 1869.—Tithe Rent Charge.

3. In 1869, the Church to which the majority of the landlords and their dependants belong was disendowed. It was in large measure thrown upon their voluntary contributions for support, while they remained liable to the tithe rent-charge previously devoted to its maintenance, but subsequently diverted to a variety of purposes for which funds would otherwise have had to be provided by the general taxpayer. In redressing the sentimental grievance of landowners belonging to the Roman Catholic and other Churches care was taken to confer no substantial benefit. The terms upon which this rent-charge was made redeemable by landowners were represented at the time as a boon or sop to them—but it turned out that, so far from being a concession to the payers, it was an arrangement by which the Treasury would net a handsome profit. The arrangement would probably have been submitted to without much grumbling, had not repeated inroads on the property out of which the tithe rent-charge instalments have to be paid been subsequently made. As matters stand now, common fairness seems to require that the British Exchequer should take over the burden of all existing charges on the Irish Church Fund, and relieve tithe rent-charge payers from all further payments under this head. This is a relief which would, by no means, be confined to members of the landlord class in the narrower sense.

The Land Act of 1870.

4. The late Mr. W. E. Forster once said that Mr. Gladstone could persuade most people of most things, and himself of almost anything. In 1870 and 1881 he persuaded himself and his colleagues that Parliament could confer on Irish tenants valuable proprietary rights in lands in their occupation, without taking anything of value from their landlords. The mode in which the Irish Land Question was approached by Mr. Gladstone and those who have carried on his work, the inherent peculiarities and complications of the relations between landlord and tenant in Ireland, and the circumstances, political and economic, which have enveloped Irish agrarian affairs, have served to obscure the real effects of the Land Acts, and it is only in recent years that the bulk of the landlords themselves have been able to see clearly the nature and cogency of their claim to compensation for what has been taken from them, partly for the benefit of the tenants, and partly to make things easy for the rulers of the United Kingdom.

Compensation for Improvements.

5. The Land Act of 1870 conferred on the tenant the right to compensation for improvements. No claim for compensation was made for this infringement of the landlord's legal right to resume possession of any holding with tenant's improvements on it, without compensating the tenant for them to a greater amount than he thought proper. In a country where economic circumstances had made it usual, and indeed (owing to the smallness of most of the holdings) practically unavoidable, to leave the erection of buildings and the making of improvements and reclamations largely to the tenants, such a provision seemed equitable and expedient. Similar provisions existed in the laws of landlord and tenant in other countries. The majority of Irish landlords had no wish to withhold reasonable compensation for improvements from tenants. Had this provision stood alone, it is improbable that any complaint of confiscation or claim for compensation would ever have been heard of, either from Irish landowners or from advocates of impartial justice in Parliament or in the Press. But in considering the cumulative claim of Irish landowners to compensation for the rights that they have been gradually stripped of by successive Land Acts, as you strip an artichoke of its leaves, it is right to begin at the beginning. All Irish landlords were deprived of their legal rights to numerous houses and other works upon their land, rights which they were entitled to be paid for, though they mostly had no immediate wish to enforce them. They were also subjected to substantial injustice in having to compensate tenants for many improvements made under explicit or implicit covenants, the consideration for which was occupation of lands at low rents for a number of years.

Legalizing of Tenant-Right.

6. The same remarks apply, *mutatis mutandis*, to the legalising of tenant-right customs. This provision had the same appearance of equity and

reasonableness as the other. The technical injury to a landlord who had permitted the growth of a custom was, perhaps, less than that involved in the general enactment regarding tenant's improvements; but, again, there is a distinct confiscation of legal rights of property without compensation, and under these provisions, also, some degree of substantial wrong was suffered in special cases when tenant-right was held to exist with regard to every holding on an estate where tenant-right prevailed, though special circumstances might make it unjust to the landlord in individual cases; and elements were imported from the custom existing on one estate or district into that held to exist on another estate or in another district, to the special customs of which they did not properly appertain.

Compensation for Disturbance.

7. The third main provision of the Act of 1870—compensation for disturbance—was a more pronounced infringement of proprietary rights than either of those above mentioned. The conferring on tenants hitherto unprotected by either leases or usages of a right to claim a sum which might amount to seven years' rent, over and above the value of their improvements, if dispossessed by a landlord, with a view either to farming the land himself, or to planting it, or to letting it to a more solvent or a more industrious or a more skilful tenant, or to consolidate or square holdings, is obviously a transfer to the tenants of a substantial portion of the landlord's property, and equally obviously a germ out of which further confiscations were bound to grow. The first such growth was the provision inserted in the 9th Section to the effect that a demand for an increase of rent greater in amount than might appear reasonable to any County Court Judge was to be held to be equivalent to "disturbance" if the tenant refused to pay it, and was evicted in consequence. The rights of purchasers in the Landed Estates Court are in no degree more sacred than those of the owners of hereditary estates, but the wrong done by Parliament in their case is more glaringly patent. The Incumbered Estates Court had invited purchasers to buy all right, title, and interest in certain lands in a most complete and thorough manner, including the absolute ownership of all the buildings and other improvements existing on the lands. The advertisements of the Court in many cases contained paragraphs stating that the rents were low and could be raised, or that the tenants held under old leases, which would soon expire, "when a considerable increase of rent may be expected." The Land Judge gave the purchaser a "Parliamentary title" to the lands, "with the appurtenances for ever" ("for ever" in large type!). Mr. Disraeli said on this point—"What is a conveyance under the Incumbered and Landed Estates Acts in Ireland? It is a Parliamentary title, given in a few lines, but it contains a guarantee from the State against other claims than those printed in the deed of conveyance. These claims are the claims of the tenants on the estate. It may be most wise and expedient, if you would legislate in this matter, that tenants under these purchases should enjoy the same privileges as other tenants; but it is quite clear that, under these circumstances, the new proprietor must be entitled to compensation."

Why Irish Landowners Acquiesced.

8. Notwithstanding the strength of this argument, and the flagrant infringement of the rights, not only of purchasers in the Incumbered Estates Court, but of all landowners, by these compensation for disturbance provisions, the protests against the measure were, on the whole, mild. The larger landlords—the most influential—some from a lofty sense of justice, some from a spirit of *noblesse oblige*, some from kind-heartedness, some for the sake of a quiet life—never disturbed their tenants or put high rents on them. They considered that much odium and trouble had been brought upon them and upon their class by new men who had tried to exercise their legal rights more strictly; they had no great objection to punishment being inflicted on such innovators, or to their being compelled to do what they—the old landlords of large estates—did without compulsion.

9. The same consideration applied to a still greater extent to the other provisions of this Act (already mentioned), and lastly, the piping times for agriculture with which we were blessed between 1870 and 1878, which enabled many landlords to increase their rents in spite of the Land Act, served to conceal the fact that landlords had been deprived of something of substantial value, for which compensation ought to be claimed and paid.

Instance of uncompensated Confiscation under the Act of 1870.

10. Cases did, however, occur which showed that uncompensated confiscation of landlords' property had begun under the comparatively harmless Act of 1870. In a case (*Fiddis* v. *Montgomery*) decided in 1879 by the Court for Land Cases Reserved, it appears that several mountain farms had been let without a fine to a gentleman living ten or twelve miles away in another county, who used them for grazing. The landlord decided to resume possession of these lands in order to enlarge the farms of several resident tenants, and provide farms for tenants' sons upon other parts of his estate. In the absence of an actual covenant or announcement, at the time of letting, that the lands were let to be used for grazing only, they were held to come within the provisions of the Act, and compensation for disturbance to the amount of five years' rent was exacted from the landlord. This ruling was subsequently, to some degree, modified by the well-known judgment in the case of *Westropp v. Elligott*, but it showed the true nature of the "compensation for disturbance" provisions of the Act of 1870.

11. We use this case rather than that of any ordinary agricultural holding as an example, because it shows the confiscation in a bare and undisguised form, free from questions of improvements by tenants, or of the breaking up of a peasant home. The confiscation that appears plainly in this and similar cases undoubtedly took place in a greater or less degree in a large number of cases where it was cloaked by circumstances.

Evils of old Land System due to English Misgovernment.

12. It is not suggested that the protection of the homes of the tillers of the soil from arbitrary disturbance was a wrong measure, nor even that,

under the circumstances of the time and country, the Land Act of 1870, in so far as it improved the position of the tenant, was otherwise than necessary and wise; but the benefit to the tenant should have been conferred at the expense of the State, for it cannot be denied that English misgovernment in the past had much to say to making Ireland poor. The potato, to which the people became accustomed during the wars of the seventeenth century, when no man knew whether he would reap what he had sown, enabled the land to be subdivided infinitely. The population increased with little regard to the capacity of the country, and high rents were given for the mere means of subsistence. The high price of wheat during the great wars of the eighteenth century and up to 1815 aggravated this, and selfish fiscal legislation prevented any considerable part of the redundant population from being absorbed by manufactures. The penal laws did their share of harm, but the grant of the franchise to the Roman Catholics in 1793 only made things economically worse by removing all restraint upon the multiplication of forty-shilling freeholds.

Landlords did not benefit by these evils.

13. Have the Land Acts merely redressed the balance as between landlords and tenants? By no means. The persons temporarily enriched were in most part not landlords, but middlemen. The head landlords, as a body, got no great advantage from the "hang of the market" against the small tenants which resulted from the action of the British Parliament, and such advantage in the way of nominally high but uncertain rents which they may have obtained from impoverished tenants would have been far outweighed by the greater advantages they would have reaped from an unhampered growth of industries—of the wool trade and of other businesses. Moreover, they would have had the inestimable advantage of being led to manage their properties in a business-like way, as the majority of English, Scotch, and Continental landowners have been obliged by circumstances to manage theirs, instead of being almost irresistibly tempted to follow what has been in Ireland "the line of least resistance," the way to get the largest net income from landed property with the least trouble and outlay—namely, to live on the rents freely offered, and, on the whole, well paid, for leave to exist on ill-equipped and ill-cultivated patches of land. The century and a half before 1870 is often represented as having been a splendid time for Irish landlords. The state to which the famine years from 1848 to 1850 brought the fortunes of many of them is the best answer to this fallacy.

Character of Irish Landlords.

14. Candid persons of all classes will be found ready to admit that any other set of men placed in the same circumstances would, probably, have come through the ordeal much worse than the Irish landlords have done. There was good stuff in them. They inherited it from their ancestors, who were, in some cases, the toughest breeds of the old Irish race, who were able to survive repeated attempts to destroy

them. The rest are the descendants of a selection of the hardier and more adventurous spirits of Great Britain, who, at various periods, accepted the invitation of British rulers to fight and settle in this country for such scanty rewards as its poverty afforded. Many, perhaps the best, are a cross between these good stocks. The Irish landlord class has produced a very large proportion of men of mark in the military and civil service of the United Kingdom. No human beings are altogether exempt from the temptation to abuse power over fellow creatures absolutely dependent upon them ; but it may safely be said that Irish landlords, as a body, treated their tenants at least as kindly as any body of men in Europe, possessed of approximately equal power, treated their dependents, and better than most; and a great many of them earned the love of their tenantry by genuine kindness and geniality. Nor were enlightened efforts for the benefit of their country and countrymen wanting, of which the history of the Royal Dublin Society (among other things) bears eloquent witness. Whatever future is in store for Ireland, she cannot afford to see the remnant of this class, which still keeps its head above water, squeezed out of existence by the operation of the processes laid bare by the enquiries of the Fry Commission.

II.

SCHEMES OF REFORM.

Remedies proposed in 1870 involving payment of Compensation to Irish Landlords.

15. In 1870 a portion of the Irish tenantry were discontented, and not, we may admit, altogether without reason. The friends of the Irish tenants represented that to make them contented, and to encourage them to improve their farms, they ought to be given fixity of tenure at fair rents. But English statesmen and economists, who advocated measures for this purpose, proposed that landlords should receive compensation.

16. Mr. Bright suggested buying out absentees at a price calculated at 20 per cent. above the market value of their properties.

17. Mr. Mill, who was credited with holding very "advanced" views about the nature of property in land, proposed to give the landlords full compensation for transferring part of their property to their tenants in the shape of fixity of tenure. (*Chapters and Speeches on the Irish Land Question*, 1870 ; pp. 117, 119).

18. When Mr. Butt brought in a Land Bill, Mr. Gladstone opposed it. "Inasmuch," he said, "as perpetuity of tenure on the part of the occupier is virtually expropriation of the landlord, and as a mere re-adjustment of rent according to prices can by no means dispose of all the contingencies the future may produce in his favour, compensation would have to be paid to the landlord for the rights of which he would be deprived. This compensation must be paid either by the Consolidated Fund or by an immediate increase of the rent, in order to compensate the landlord by a positive augmentation in the present for the loss of his chances in the future. *The effect of such provision will be that the landlord will become a pensioner and a rent-charger on what had been his*

own estate. The Legislature has, no doubt, the perfect right to reduce him to that condition, giving him proper compensation for any loss he may sustain in money."—(*Hansard*, vol. 199, p. 320).

19. Sir Roundell Palmer, who, as Lord Selbourne, was afterwards a member of the Cabinet that passed the Land Act of 1881, said, "Fixity of Tenure, in plain English, means taking away the property of one man and giving it to another. No doubt we may take a man's property, but in that case we must compensate him for it."—(*Hansard*, vol. 199, p. 1663).

Compensation evaded by Piecemeal Legislation.

20. To avoid a claim for compensation, the transfer of property from landlord to tenant was disguised under the provisions of the Act of 1870.

21. In 1881 the fact that a transfer, contrary to the professed intentions of the authors of the 1870 Act had taken place, was urged as a reason for making the transfer explicit and extending its scope.

22. Stripped of the cloak and complications which have shrouded the nature of these proceedings, and looked at from the distance of 20 years' further experience, the political philosophy of them seems to be that the expropriation that would have made compensation imperative, if done all at once, in a simple manner, could be done by instalments, by "inadvertence," and by complicated machinery, without incurring any such liability. The Act of 1870 was a mode of accustoming the eels to be skinned by degrees. It was a sort of glove-stretcher for the consciences of Liberal British statesmen. The consciences of Conservative statesmen seem to have been subsequently stretched to match.

Paving the way for the Land Act of 1881.—The Richmond Commission.

23. The ground was prepared for the 1881 stage of proceedings by sundry inquiries. When the Land League began to operate vigorously on the handles of the glove-stretcher, a Royal Commission on Agriculture—including an investigation of the relations of landlord and tenant in Ireland—consisting of twenty eminent and competent noblemen and gentlemen, was sitting, with the Duke of Richmond as president. The great operator on Irish landed property seems to have been apprehensive that these inquiries would not provide him with a diagnosis which would warrant the cut he wished to make, and before they could issue their report he appointed another Commission of five persons, with the Earl of Bessborough as chairman, to inquire into the working of the Irish Landlord and Tenant Acts. These two Commissions produced what Mr. Gladstone described as a "a litter of reports."—(*Hansard*, vol. 260, p. 895).

Fair-minded Report of the Majority.

24. Twelve members of the Duke of Richmond's Commission reported that the improvements and equipments of Irish farms being generally the work of the tenant . . . the desire for legislative interference to protect them from arbitrary increase of rent did not seem unreasonable, and

that a majority of landowners would probably not object to properly framed legislation for that purpose, but that all the witnesses who had advocated the "three F's." as a remedy *had admitted consequences involving, in the opinion of the signatories, injustice to the landlord.* This may be taken as implying that the enactment of "fair rents," "fixity of tenure," and "free sale," would entitle the landlord to compensation.

25. Mr. C. T. Ritchie, now Chancellor of the Exchequer, Lord Carlingford and five other Commissioners brought in a report recommending legislation on the lines of the "three F's." and ignoring the injury to the landlords involved.

Appointment of the Bessborough Commission.

26. Mr. Gladstone seems to have had a premonition that only a minority of six out of twenty would express opinions in support of his new plans, and to have felt that some more plausible basis for his proposals was called for. This is not surprising considering the language he had used as regards similar proposals in 1870, and considering that his Irish Attorney-General (Mr. Law, afterwards Lord Chancellor of Ireland) had, as recently as 1876, said :—"The property must be in someone ; and if we were to secure the possession of the land and the enjoyment of its profits to the tenant and his successors for ever, subject only to a rent, we should in effect, no matter how we try to disguise it, transfer the property of the farm to him, and change the present landowner into a mere rent-charger. . . . I must repeat that I decline to vote for the transfer of the property in the soil from the landlord to the tenants of Ireland."—(*Hansard*, 3, vol. 230, pp. 630, 633-7).

27. So another Commission was appointed and set to work, of which the Marquis of Lansdowne said that the removal of the inquiry from the Commission presided over by the Duke of Richmond to the specially appointed Bessborough Commission "undoubtedly gave rise to an impression that the Commission of the noble Earl was appointed for the purpose of getting up a case against the landlords and the Land Act of 1870, and it consequently became the receptacle of an amount of gossip and vague statements such as had never before been admitted into a Blue Book."—(*Hansard*, vol. 262, p. 1807).

"A Foregone Conclusion."

28. "No one," said Lord Salisbury (*Hansard* 3, vol. 262, p. 1813), "could read the questions put to the witnesses without coming to the conclusion that the accusation was entirely correct that the Commissioners went to their work with a foregone conclusion. . . . It was shown that the Commission actually published a Report, professing to be based on a vast mass of evidence—evidence which was mainly derived from one class and pointing in one direction, without accompanying it by the rebutting evidence of the persons whose conduct was impugned, and upon whose conduct turned the whole question, whether the recommendations in the Report were justified, and whether the legislation recommended was really expedient or not.

. . . They listened to statements on one side, however violent and extreme ; they sent out summonses asking for statements in rebuttal of them, without, however, waiting to receive the rebuttals before they formed their opinions and drew up and signed their Report, which explains the curious circumstance that when the rebuttals came in the dates of them . . . were carefully eliminated."

Professor Bonamy Price's Report.

29. Professor Bonamy Price, a member of the Richmond Commission made a separate report in which he said that Fixity of Tenure

> "would oust the landowner out of his land, and strip him of a considerable portion of his property without compensation. . . . Such a measure would be a violation of that respect for property which is the fundamental principle of social order, political economy, and civilization. By 'free sale' the landlord suffers confiscation of part of his property ; the sum paid for the so-called interest of the outgoing tenant is made at the cost of the rent, which cannot, under such circumstances, be the full, fair rent due by the farm. With the Ulster custom fair rent becomes what the tenant can afford to pay, after allowing for the exorbitant price he has paid for the goodwill. Such a rent is spoliation of the landlord."

Relegated to Saturn or Jupiter.

30. Mr. Bonamy Price's Report was dismissed from all consideration, because he

> "had the resolution to apply, in all their unmitigated severity, the principles of abstract political economy to the people and circumstances of Ireland exactly as if he had been proposing to legislate for the inhabitants of Saturn or Jupiter."—(*Hansard*, vol. 260, p. 895).

As the science of which Mr. Bonamy Price was a teacher, and which he applied to the matter in hand, is entirely based on observations of strictly terrestrial phenomena, this dictum may be taken as an extreme case of the nonsense which a man who has made a reputation as an orator and a politician can afford to talk, when it suits him.

The Three F.'s.

31. The Duke of Argyll said that

> "The most active members of the Commission conducted their enquiries, from the beginning to the end, with a foregone conclusion in favour of the 'three F's.' The 'three F's.' was crammed down the throat of every witness, and suggested to every witness, even if he himself did not even think of it, and it was clearly proved by the evidence that it was so suggested in order to prove those grievances existed for which it was said that the 'three F's.' was a remedy."—(*Hansard*, vol. 262, pp. 1756-7).

32. The majority of the Commissioners, appointed in this suspicious manner, approaching their work in the spirit above described, and founding their report largely on random, one-sided and untested evidence, found themselves, nevertheless, compelled to testify to the moderation and liberality of the majority of Irish landlords ; but in consequence of the alleged abuse of their legal rights by a few, and of the resulting alleged want of confidence among Irish tenant farmers generally, the recommendation of the majority report was that "tenancy from year to year should be enlarged into a new kind of statutory tenure, defeasible only upon decree of the Land Court, for the breach of certain well-ascertained conditions, and held subject to the payment of a rent the amount of which should in

the last resort be fixed, neither by the landlord nor the tenant, but by constituted authority. To these two concessions, commonly spoken of under the names of Fixity of Tenure and Fair Rents, that of a right of Free Sale has usually been appended. This also . . . we think it expedient to establish. In a word, so far as concerns the yearly holdings within the Land Act of 1870, we advocate the reform of the Land Laws of Ireland upon the basis known as 'the three F's.'"—(*Report of Bessborough Com.*, p. 19).

The Three F.'s involve Confiscation.

33. It is admitted that the enactment of these proposals would deprive the landlord of "his legal reversion, considered as a piece of substantial property," and that "the landlord must be less of an owner than before." —(*Report of Bessborough Com.*, p. 20). But this, and much more, is of no consequence, inasmuch as many landlords make little use of the legal rights of which it is proposed to deprive them, and the disturbed state of the country makes it unsafe for others to do so.

The O'Conor Don's Report.

34. The O'Conor Don approved generally of the proposed improvement in the status of the tenant, and on this ground signed the Report. But being an articulate man, capable of "looking before and after," he was unable to leave the matter in the free-and-easy shape in which his colleagues were content to cast it. He foresaw that, if the proposed measure was to work, the scale of rent must be very low—"The fair rent must be something less than the fair, commercial, full letting value of the land." —(*Report of Bessborough Com.*, p. 41) That being so, "To impose the adoption of this rent upon every owner would, in most cases, mean, not the deprivation of a mere sentimental right, but the deprivation of a very tangible property, the safe enjoyment of which had, in some cases, been lately guaranteed by law. Private rights, I know, must give way to public necessities, but in all cases where clearly recognised rights have been taken away, rights which were given or purchased without any qualification, the withdrawal of the rights or the valuable property they represented has been accompanied with compensation."—*Report of Bessborough Com.*, p. 41). . . . "Under the existing law certain persons, called landlords, have the ownership of the land of the country guaranteed to them. They have certain rights in that land, as owners, which it is considered expedient for the public good to do away with; and if the deprivation of these rights depreciates the value of their property, it is in accordance with all the practice of British legislation to give compensation to the persons deprived of those legal rights, or to take up from them their property at its pre-existing value."—(*Report of Bessborough Com.*, p. 45).

Mr. Kavanagh's Report.

35. The late Mr. Kavanagh, who was a member of the Commission, did not sign the majority report. He was one of those landlords, alluded to,

who believed (mistakenly, as the event proved) that the enactment of the "three F's," with proper limitations, would not materially affect his own position. This did not, however, blind him to the true bearings of the matter, and he says :—" I am bound to add that, although in weighing the evidence I have endeavoured to eliminate all revolutionary proposals, my three recommendations do involve very arbitrary and material interference with the rights of landlords, to which many would entertain, and with every reason, the strongest objection, and that if the Government see fit to adopt them, or to propose legislation in their direction, that proposal should be accompanied in fair justice by an offer of purchase at a fair price guaranteed by the State from those landlords, of either the whole or such portions of their estates as they objected to have such made applicable to."—(*Bessborough Com. Report*, p. 59).

Lord Ashbourne on the Land Act of 1881.

36. The separate reports of members of the Commissions of Inquiry into the Irish Land Question, in which the inadmissible idea of "compensation" was contained, were complimented out of court by Mr. Gladstone, and on April 7th, 1881, a measure was introduced which Mr. Edward Gibson (now Lord Ashbourne and Lord Chancellor of Ireland) said, "conceded to the tenant what were called fair or valued rents, free sale, and fixity of tenure, while it gives no compensation to the landlords for what is taken from them, and no security for what is left, though it does offer them a guarantee for universal litigation renewable for ever."—(*Hansard*, vol. 260, p. 1089).

37. Mr. Edward Gibson further remarked on the introduction of the measure :—

> "Have not the Irish landlords a right to either of two things—either a fair compensation for the legislation that the State thinks necessary ; or else that they should be given the option of selling their properties to the State on fair and reasonable terms ? Can any man conscientiously or fairly say that the property of the Irish landlords is not damaged in the market to the extent of thousands and millions by this legislation ? With certainty of reduction of rent, with a penalty for raising it, with the practical certainty of never resuming possession, I ask is there not a clear case of mutilation of property—is there not a distinct expropriation ? What did the Prime Minister say in 1870 when dealing with a proposition somewhat like some of those contained in this Bill ? He said—'I own that I do not myself see any advantage in our rejecting the plan of Mr. Mill, which told out plainly and distinctly and at once the whole of its purposes and results, and amounted, in so many words, to an expropriation of the proprietors, with full compensation. I do not see any advantage in our rejecting that plan if we are to adopt some other, which, though couched in other language, and, perhaps, contemplating certain steps in the process with something like an agony of procrastination, is, notwithstanding, certainly and inevitably to end in the same conclusion.' (3, Hansard, cxcix. 1849.) Now, I venture to think that the landlords are entitled to one or other of the alternatives I have suggested, and I would put this to the Government : If landlordism is to be done away with, why should not the transaction be done openly and in the light of day ? Do not filch their property without confession, or mutilate it without acknowledgment. . . . What you take, take openly, and pay for what you take. If no compensation is to be given, I ask what thinker, what statesman, what man of common honesty, can approve of some of the proposals in the Bill which I have indicated ? Would it not be better at once to drop all disguises and recognise plainly the features of avowed confiscation ? . . . Would it not be better for all parties . . . . . to drop the farce of pretending that this is an honest Bill. . . . The Government Bill is neither direct nor intelligible. It has, to my mind, neither the frankness of fearless justice nor the candour of open confiscation."—(*Hansard*, vol. 260, pp. 1103-4).

38. Before the Bill left the House of Commons Mr. Edward Gibson made these further observations :—

"No one who examines the Bill can arrive at the conclusion that the tenant may not be permitted under the operation of the Bill, to sell a very substantial part of his landlord's property. . . . I am disposed to think that the Bill, in its present shape, leaves the right of pre-emption absolutely worthless. The Prime Minister has no objection to be responsible for fair rents and free sale ; but he will let no man say fixity of tenure is involved in the Bill. Why ? Because in 1870, in speech after speech, he demonstrated that if it were granted in any shape it would bring with it the right of the landlord to compensation. Accordingly having committed himself to the principle that whatever happens to the Irish landlord he shall get no compensation, we have fixity of tenure in this Bill, real, substantial, but denied and slightly disguised."—(*Hansard* 3, vol. 264, p. 157).

Mr. Balfour on the Land Act of 1881.

39. Mr. A. J. Balfour (now Prime Minister) said :—"It now appeared that, by the Bill of 1870, without in the least intending it, they had conferred on the tenants property which properly belonged to the landlord, and they now thought it necessary to legalise deliberately this accidental confiscation. . . . Free sale must end either in rack-renting or in robbery." —(*Hansard*, vol. 260, p. 1611).

Lord Cross on the Land Act of 1881.

40. Sir R. Cross (now Lord Cross, and a member of the Cabinet from 1874 to 1880 and from 1886 to 1892) said :—"You are going to take away something that has hitherto been considered as always belonging to the landlord, and to hand it over to the tenant, and you are not going to pay the landlord anything for it. If, in the wisdom of the Government, they think it right that the property should be in the hands of the tenant for the future let them say so outright. . . . Let them say—For the public good this must be taken out of your estates. . . . But, as in all other cases, when we take away property from one man for the benefit of others, we offer you compensation—full, fair, and ample compensation for the injury we undoubtedly do to your estates.' —(*Hansard*, vol. 261, pp. 122-3).

41. Sir R. Cross further remarked :—

"I cannot for one moment imagine that in all these discussions the question of compensation has not entered into the minds of the Government. I quite see all the difficulties they must have had to consider in dealing with the question. They may have asked themselves 'Where is the compensation to come from ? Can we get it from the British taxpayer ? ' They might have thought of the Church Surplus Fund ; but I am afraid there is no Church Surplus . . or at least there is none available. But that does not alter the question whether compensation ought to be given or not. All I can say is, give the tenant, by all means, the full value, if he wants it, of his improvements ; let us have a reckoning up. The landlord raises his rent, and the tenant says, 'Very well, then, you shall pay me the value of my improvements.' But if, beyond that, you are going to take from the landlord what has always been considered to belong to him, you must pay him for it."—(*Hansard*, vol. 261, pp. 122-3).

42. Sir Joseph McKenna

"denied that the Bill was adequate to the occasion, because it contemplated no subsidy whatever from the State to carry it into effect, while it purported to deal with the rights, without trenching on the pecuniary interests, of the landlords. What he complained of was

that the Bill did not trench upon the rights of landlords sufficiently to settle the question, and did not compensate the landlords for rights it took away. . . . He regarded this Bill pretty much as he would a Bill in Chancery designed for the protection of one party at the expense of another, and promoted by a third, who was the real offender, but who came forward without any tender of restitution on his own part, with a scheme of settlement to get rid of disturbance. . . . The sum in excess of the fair quota absorbed from Ireland during the last thirty years amounted to three times more than would suffice to settle this question on principles that would commend themselves to every just and impartial man in Ireland. . . . But whatever they did for the tenants, if they trenched on the rights of the landlords, they ought to compensate them in some way for the rights they took away."—(*Hansard*, vol. 261, pp. 629-630).

Mr. Chaplin on the Land Act of 1881.

43. Mr. Chaplin, until lately a member of the present Government, showed that under the Bill "the tenant who goes out, although he may have held the farm at the lowest of low rents and on the most liberal terms for years, is to receive from the tenant who comes in a sum of money which, on every principle of right and justice ever known, is the property of the landlord . . ." Drawing special attention to the case of a purchaser in the Landed Estates Court, he said—"You are bound—there can be no question upon this point—to give him compensation. . . . All this harsh and cruel treatment of the landlord is to be inflicted upon him. Why? Because you tell us that the circumstances of Ireland absolutely call for legislation at your hands. Granted that this be so. . . . Why inflict all these pains and penalties on the landlords? They are not responsible for the circumstances of Ireland. They did not create that fatal competition for the land which is the cause of nearly all the evils you complain of. They are not to blame for the absence of manufactures and other industries in Ireland. . . . The truth is, that the English Parliament and the English people are mainly responsible for these conditions of the country. . . . There were other industries in Ireland in former days, . . . until they first aroused and were afterwards suppressed by the selfish fears and the commercial jealousy of England. . . . The men who were mainly responsible for the passing of these cruel laws were the great manufacturers and traders of that day in England. . . . It is reserved for their successors in 1881—the successors of a class who fattened and grew rich on the proceeds of a trade which, to her misery and ruin, they first destroyed in Ireland—to call upon the Parliament of England in their loudest tones of spurious justice and of spurious generosity to make atonement for the sins and crimes of the whole British nation, by inflicting yet another and a mortal blow on one class of the Irish people. . . . If you really wish to make Ireland reparation for the sins committed against Ireland, at your own cost and for yourselves, then I will go with you almost any length you please."—(*Hansard*, vol. 261, pp. 843, 850, 851, 853, 854).

Lord Salisbury on the Land Act of 1881.

44. When the Bill went into the House of Lords, Lord Salisbury described it thus:—"The tenants all over Ireland are to be authorised to sell for money that which they never bought, which they never earned, and which

the noble lord (Carlingford) would persuade us has grown in some manner out of the soil, and can be made over to the tenant without sacrifice on the part of anybody else's interest in the matter. No doubt wonderful things are done in Ireland, and Ireland is a wonderful country; but I defy anyone who pays attention to the multiplication table to show that this money is given to the tenant without taking away the property from the landlord on whose estate the farm is, or from the person with whom the bargain is made (*Hansard* 3, vol. 264, p. 256). . . It is part of the tenants' right under this Bill, that contracts deliberately made are now to be freely torn up by those who made them; and we are told that this is necessary for the protection of the tenant. Yet when the Act of 1870 was passed we were assured that from that time forward every person in Ireland would have to abide by the contracts he made. This is to be no longer the case, but Courts are to be set up to destroy the contracts into which people deliberately and knowingly entered. In what position is the landlord left? . . . He may not select his tenant. . . . He may not deal with his rent. . . . He may not alter the construction of his estate, . . or consolidate farms which may appear to need it. . . . That is not a landlord. He is something between two different characters. He is a sort of a mortgagee upon the estate, with an uncertain and precarious hold upon his income. . . . The answer of the noble lord is this:—'Oh, this is the custom of Ulster, and the custom of Ulster has splendidly succeeded.' But that is not the custom of Ulster; it differs *toto cœlo* from the custom of Ulster. An essential part of that custom was that the landlord remained behind with absolute domination over all the transactions that might take place. If the price given in the sale of the tenancy was excessive the landlord might interfere. If the tenant was objectionable the landlord might prevent him coming on the estate. If the rent was too low the landlord might raise it. The landlord always had absolute power in the background, whatever custom might prevail. Whatever traditions might induce him to waive rights in favour of the tenant, there he was the master. . . . Do not attempt to claim the example and precedent of Ulster in favour of an arrangement in which every atom of power is taken out of the hands of the landlord and given to a tribunal which may be, and, I believe, is, rather hostile to the landlords. . . . I think it is an utter misrepresentation of the Bill to represent it as conferring the custom of Ulster on the rest of Ireland, because the custom of Ulster had, as an integral and necessary part, the dominating power of the landlord." (*ib.* 256, 257).

The Marquis of Lansdowne on the Land Act of 1881.

45. Lord Lansdowne, a member of the present Cabinet, said (*ib.* 292):—"The Land Act of 1870 diminished the value of land in Ireland; and this Bill, when it becomes law, will diminish it still further. How can it do otherwise? We are going to divide that which till now has been the property of a single person between that person and anotner, and having divided it, we are going to say to the one, 'The value of your share shall

be closely restricted and confined by a tribunal to which we are going to hand you over;' and to the other, 'You shall be free to dispose of your share to the highest bidder in the open market.' Is it conceivable that under such conditions the share of the former will not diminish. . . . . The saleable value of every acre of land in Ireland will be reduced. . . ."

46. Lord Lansdowne also said (*ib.* 288):—

"The motives of those who talk of 'little F's.,' and who otherwise extenuate the concession of the Bill, are obvious enough. The extenuations serve a double object—they seem to indicate the consistency of the Ministry, most of whom have, at one time or another, demonstrated the injustice and impracticability of these very concessions; and they serve also this purpose: that in whatever proportion ministers are able to minimize the concessions which they are making to the tenants, in the same proportion they are able to minimize the claims which may be put forward by the landlords, at whose expense these concessions are to be made, to be compensated for the loss which they will sustain. . . . (291.) The changes which we are about to make will deprive the landlords of two very valuable incidents which have hitherto belonged to the ownership of land, and, if this be so, it must lead to a large diminution in the value of every estate in Ireland. . . . (290.) By this Bill, in the first place, you deprive the landlord of two of the principal attributes of ownership—the right of determining whether he will, or will not, let his own land, and the right of selecting the person to whom he wishes to let it. The owner of a farm may, in past years, have let the land at 30 shillings an acre. He may be willing and glad to let it at that rate. Under this Bill he is liable to be told that, whether he likes it or not, he is to let it at 20 shillings, even though he may prefer to retain it on his own hands rather than part with it on such terms. We shall, perhaps, hear that the landlord has his remedy in the exercise of the veto accorded to him, or in that of the right of pre-emption. The exercise of the right of pre-emption means that he will have to pay 20 or 30 years' purchase of the rent for the sake of buying back his own estate. As for his veto, that, in a large number of cases, will be absolutely valueless. The purchaser may be a person unknown to the landlord."

Statesmen may change their policy, but not a plain matter of Common Honesty.

47. The reader's patience must not be taxed with a larger mass of quotations from these debates. Of the speakers and Commissioners quoted, seven subsequently became Cabinet ministers, and four are members of the present (1903) Cabinet. No quotations have been given from those portions of their speeches directed against the general policy of the Acts of 1870 and 1881. That is not the point of view from which the Acts can now be profitably discussed, and from which this pamphlet deals with them. The past assertions of responsible statesmen that, in the event of the most important of those Acts passing, the landlords would be entitled to compensation, stand on a different footing from expressions of opinion as to the wisdom of the provisions for the benefit of the tenant. It is a question of right and wrong, a question of common honesty; and it is hard to see how Cabinet ministers, who, in 1881, most of them explicitly, and the rest implicitly, asserted the right of Irish landlords to compensation for the wrong about to be done them can consistently and honourably refuse to procure them compensation now that they have the power to do so, or limit such compensation, as Lord Salisbury is reported to have attempted to do, not only to such forms as will not infringe on the present rights of the tenants (which is right and proper), but also to such forms as will not involve any grant from the Treasury. "Where," we may exclaim in words

used by Lord Ashbourne (then Mr. Gibson) in 1881—"where are the millions to come from?—like manna from heaven?" (*Hansard*, vol. 260, p. 1093.)

48. To pelt public men with extracts from their twenty-one-year-old speeches on questions of policy is a futile proceeding. Any politician has a right to change his opinions on matters of policy at least once in twenty years, and, apart from changes of opinion, changes in the circumstances call for modifications of policy. Denunciations of the nature of the remedies for the unsatisfactory position of the Irish tenant farmers proposed in the Bill cannot be held to have laid an obligation on the speakers to attempt to repeal the measure when they accepted office. To object to certain rights of property being conferred on certain persons is one thing. To deprive certain persons of rights once deliberately given to them by Parliament is another. It often becomes the duty of Ministers to administer laws the enactment of which they opposed when in opposition, and it may become their duty even to extend the scope of such laws in such measure as to remove inconsistencies in their operation. Whether this plea covers the action of Conservative Ministers in their action with regard to the Land Acts of 1887 and 1896 need not be discussed here. It is not proposed to reverse the policy of those Acts. The question is: are not the landlords entitled to compensation for the property of which they have been deprived by the various Land Acts passed since 1870?

III.

THE LAND ACTS IN THEORY AND IN PRACTICE.

Government of Ireland "on the cheap."

49. Most of the troubles of this country, and nearly all the troubles of its British rulers, have arisen from attempts to manage, first, its conquest, and afterwards its government "on the cheap."

50. The Tudors and the Stuarts had a good excuse. They could not spend much money on the conquest and improvement of Ireland, because they had not got much money to spend. But the bad habit has been continued down to our days, when the United Kingdom has become the wealthiest community in the world.

Advantages to individual Irishmen of British Connection.

51. The military and civil service of the Empire, and all sorts of other careers in which some share of its wealth can be enjoyed, are open to Irishmen, and in this way the British connexion is of enormous advantage to large numbers of us. But towards the needs of those that stop at home, towards the development of wealth and content over the face of our island, the British Treasury is, considering its resources, a niggardly contributor. Its contributions come by fits and starts, and in a limited number of directions.

Limited advantages to country at large.

52. Some £10,000,000 was voted in relief at the time of the great famine; and never, as John Stuart Mill once pointed out, was £10,000,000 spent

in a manner calculated to do so very minute a quantity of permanent good. A handsome permanent grant is given towards primary education. Our excellent constabulary force is clothed and paid for us. Loans for land improvement and other purposes are granted through the Board of Works. Mr. Arthur Balfour succeeded in extracting some funds for the construction of light railways, where they were badly wanted. In 1898 an agricultural grant approximately equivalent to that which had been granted to the agricultural interest in Great Britain was with some difficulty extorted from the British Treasury in order to facilitate the passing of the Local Government Act of that year. In 1899, the Department of Agriculture and Technical Instruction was established by an Act of Parliament which endowed it nominally to the extent of about £170,000 per annum, but a considerable part of this was drawn from Irish sources (as was the endowment of the Congested Districts Board); £70,000 per annum comes out of the Church Fund, and the gain to Ireland from that part of the endowment which came from Imperial sources has been considerably diminished by the subsequent withdrawal of Ireland's share in the Science and Art grants. That nearly exhausts the list.

Remedial measures for Ireland paid for by Irishmen.

53. When "remedial legislation" on an extensive scale is undertaken, it takes the shape of relieving one class of Irishmen at the expense of another, as who should feed a dog upon joints of his own tail. As Colonel Saunderson puts it:—"The tears of Erin are always dried with an Irish pocket-handkerchief." The late Lord Dufferin's description of the same process, from another point of view, has often been quoted, but will bear quoting again:—"In the estimation of the tenant Mr. Gladstone's Act (1870) put him into the same bed with his landlord. His immediate impulse has been to kick the landlord out of bed. The temptation of the Government will be to quiet the disturbance by giving the tenant a little more of the bed. This will prove a vain expedient. The tenant will only say to himself, 'one kick more and the villain is on the floor.' If, however, instead of giving the tenant more of the bed, we cut the bed in two, he will then roll himself up in his blanket, and be all in favour of every man having his own bed to himself."—(*Bessborough Com.*; Q. 33,126-7-8-9). This doctrine did not suit the book of the old parliamentary hand. If half the landlord's bed had been openly taken from him, he would have had to be paid for it—and the expense of the process of cutting the bed in two would also have had to be provided by the British Treasury.

Why Compensation was denied in 1881.

54. As it is, a case for compensation was argued in 1881 by statesmen who now rule the United Kingdom. Was this case upset by the counter arguments of Mr. Gladstone and his adherents? What are these arguments? They occupy a larger space in Hansard than the statements already quoted, but, being mostly paraphrases and repetitions, the reader

need not be overwhelmed with a mass of further quotations. Mr. Gladstone maintained that his Bill did not contain the "three F's." "The tenant-right," he said, "is limited; the judicial rent is rent only for a term; and the security of possession given to the tenant is not only defeasible in consequence of his own breach of contract, but also after the first fifteen years, which, after all, is not perpetuity. It is also defeasible if the landlord is able to make out a reasonable and sufficient case for resumption." —(*Hansard*, vol. 261, pp. 604, 5.)

Fallacy of these reasons.

55. A sufficient general answer to this may be found in the report of a speech made in Belfast, shortly after the introduction of the Bill, by Mr. Litton, then member for County Tyrone, afterwards one of the Commissioners appointed to administer the Act: "The Government were surrounded by certain difficulties. . . . If Mr. Gladstone had come forward with a Bill that would have said that every tenant in Ireland must have fair rent, free sale, and fixity of tenure, he would have found it impossible to carry such a Bill. He believed those were the objects Mr. Gladstone had aimed at in his Bill; and he thought, so far as he could judge, he had secured them. They were secured not in a direct way, and not in such a manner that he who ran might read; for if it had been so framed, there would have been a measure of hostility that those who framed the measure were anxious to keep back."

56. The limit on the tenant-right was ineffective (as will be shown more at length when the actual working of the Act comes to be considered); the shortness of the term (though complained of by the tenants' advocates in 1881) has proved an extra scourge to the landlords. The best legal opinion was that the defeasibility of the security of possession after fifteen years was never in the Act. If it was, it was effectively eliminated by the legislation of 1896.

Further Arguments against Compensation in 1881.

57. But it is not necessary to labour these points. Mr. Gladstone's arguments against compensation in 1881 amount to this:—

First.—That fair rents will not, as a rule, be reduced rents ("I quite agree that if Parliament were to pass a law providing that rents in Ireland should be universally reduced to Griffith's valuation, that would be a fair case for compensation.")

Second.—That the net result of the Bill would be to increase the value of the landlord's property ("I shall be bitterly disappointed with the operation of the Act if the property of the landlords in Ireland does not come to be worth more than twenty years' purchase on the judicial rent.") "I have heard (July 8, 1881, *Hansard*, vol. 263, p, 387) the argument used many times in this discussion that, after this Bill passes, there will be no purchasers of land in Ireland but the State.

I do not believe that at all ; but this I must say, that this proposition of Mr. Errington's, viz., that the State is to buy nothing except within the limits of twenty years' purchase of the judicial rent is, in my opinion, most unjust. The Government thought of introducing a limit of value, but I am bound to say that, adverting to the average sales that have taken place, *we fixed the limit at seven years higher than my hon. friend proposes.*" (That is to say, at twenty-seven years' purchase.)

Third.—That "the ulterior tendency of the Act in giving confidence, in promoting harmony between landlords and tenants, and in bringing about a larger development of the productive power of the soil, may be to repay the landlords for the incidental mischief of the Act twofold and threefold." He believed that "no legislation, however liberal to the tenant, can be really satisfactory unless in all the relations of life it is favourable to the joint interests of all concerned in the great matters which we are endeavouring to settle."—(*Hansard*, vol. 263, p. 1697 ; July 22, 1881).

58. Mr. W. E. Forster said (April 25th, 1881, *Hansard*, vol. 260, p. 1166):—"I am not surprised to hear a claim for compensation. But the English law on the matter depends upon whether damage can be proved, and my firm belief is that no damage can be proved ; on the other hand, that if the landlord was compensated, you would compensate him for conferring on him a benefit."

59. Mr. Gladstone said (July 22nd, 1881, *Hansard*, vol. 263, pp. 1694-6-7) :—"*If these classes* (*i.e.*, those immediately affected by the Land Bill), *either, or both of them, have a just claim to compensation in consequence of the measure in which their rights are affected by this Bill, we are bound as a Parliament to give it to them. . . . If after experience should prove that in fact ruin and heavy loss is likely to be, or has been brought upon any class in Ireland, by the direct effect of this legislation, that is a question which we ought to look very directly in the face.*"

The Answer furnished by experience.

60. The "after experience" of the past twenty years can now be shown to have furnished the required proof, and the time has therefore come when Parliament is bound to look this question "very directly in the face."

Comparative position of Landlords in Great Britain.

61. Those to whom the notion of any form of compensation is inconvenient are in the habit of saying that what the Irish landlords complain of is the reduction of rents, and that in this respect they are no worse off than English landlords. This sweeping statement seems to satisfy the consciences of politicians who fear to lose votes by inviting the British elector to allow his just debts to be paid out of the Consolidated Fund. The argument purports to stand on two legs, and a little examination shows both legs to be bad. The Irish landlord complains of many injuries inflicted on him by Parliament through the Land Acts besides the reduc-

tion of rents, and the "judicial" reduction of rents in Ireland has hurt Irish landlords much more than the natural reduction of rents in Great Britain has hurt English, Scotch, and Welsh landlords.

62. In view of the prevalent disposition to represent the reduction of rents as the only point at issue, the other points shall here be put first.

Power of Resumption.

63. To all intents and purposes the Land Acts have converted every agricultural tenancy, whether for years, or for lives, or from year to year, into a lease for ever, at a rent in the fixing of which the landlord has no effective voice.

64. On the face of the Act of 1881 there is a power of resumption after the first fifteen years, and one of the few small concessions to the landlords in the Act of 1896 was, that in a limited class of cases (demesnes and town parks) a first term should not bar this right of resumption, unless such term had commenced before the passing of the Act.

65. Mr. Gladstone seems to have intended to give the landlords, except during the continuance of the first judicial term, an effective right of resumption "for causes both reasonable and grave" (*Hansard* 3, vol. 260, p. 923), though not on account of "a merely speculative or capricious desire" and on payment of full compensation to the tenant.

66. The limit of the right of resumption to cases into which neither speculation nor caprice entered; the introduction of a Court to decide this question; the provision that full compensation (whatever that means) should be paid to the tenant; the barring of even this limited right for fifteen years, are all distinct infringements on the landlord's legal rights of property—but, as far as can be judged from the fate of the few cases that have arisen, the clause is so interpreted by the Land Commission as to make it virtually a dead-letter.

67. From 1881 to 31st March, 1902, the Land Courts had before them 62 applications to resume in Ulster, and two of them were granted. In Leinster there were eleven applications, of which one was granted. In Connaught there were eight applications, of which none were granted. In Munster there were ten applications, of which two were granted. Out of 91 applications, in all Ireland, five were granted. In the year ended March 31st, 1902, six applications were made, and one granted. In the same period (1881 to 1902) twenty-nine applications to resume were made to the Civil Bill Court, and six granted. In the year ended March 31st, 1902, three applications were made (the conditions are not encouraging), and none granted. Between 1881 and 1902 144 applications to resume holdings on the expiration of leases were made to the Land Commission, and nineteen granted. Seventy-seven such applications were made to the Civil Bill Court, and twenty-two granted. In the year ended 31st March, 1902, one application was made to the Land Commission Court under this head which was dismissed. None was made to the Civil Bill Court.

68. The Reports of the Land Commission do not give any information as to the amount of compensation awarded to the tenant

in the few cases where the application was granted—but judging from the methods of fixing "true value" pursued by the Commission, and the effect of the special provision that the compensation paid to the tenant on resumption should be "full," there need be little hesitation in assuming that it has been nearly, if not quite, prohibitive.

69. The landlord is reduced absolutely during the currency of a first judicial term, and practically for ever, to negotiating with the tenant for any part of his property he wants to get possession of.

70. What this may mean is exemplified by an instance described in a memorandum circulated on this subject (but circulated to very little purpose) when the Land Act of 1896 was before Parliament. In this case the landlord desired to facilitate the bringing of a water supply to a country town on his property from springs on a mountain. About half an acre of rocky mountain was required for a reservoir. A tenant enjoyed, as part of his judicial tenancy, grazing rights over an undivided moiety of this mountain, for which he paid rent at the rate of 1½d. per acre. With great difficulty he was induced to surrender his rights over the half acre required for £20—or 6,400 years' purchase of the judicial rent!

71. This illusory conditional right of resumption cannot be regarded as rendering statutory tenancies of agricultural holdings in Ireland anything but virtual leases for ever.

Potential fines for conversion of tenancies from year to year into leases for ever confiscated.

72. Now, before the Land Acts, when a landlord gave a tenant a lease for ever at a rent below the full letting value, or even at the full letting value, he got a substantial fine from him. The Acts of 1881 and 1887 have given the tenant, without any fine, a lease for ever at a rent not only below the letting value, but subject to further reduction every fifteen years, and, according to the precedent set by the Act of 1887, to "abatement" at shorter intervals, in case of sudden fall in prices. The value of the potential fine has obviously been conferred on the tenant and taken from the landlord, to say nothing of the power of turning the land to other uses, of choosing his own tenant, and of other amenities and substantial advantages.

73. But the landlord is not only mulcted and prohibited in cases where the tenant desires to keep possession. He cannot resume possession of his land on reasonable terms, even when the tenant wants to give up.

Test case of "Curneen v. Tottenham."

74. The confiscatory character of the Acts was brought out very clearly by a case which Mr. Tottenham, of Glenade, had the public spirit to take to the Court of Appeal. On a property of which Mr. Tottenham had bought what was represented to be the fee-simple in the Land Judges' Court, was a holding of 22 statute acres of mountain grazing, in the occupation of one Francis Curneen, who had in 1884 had a judicial rent of £4 15s. fixed on it. On the 15th of May, 1893, the tenant served notice of intention to sell.

On the 18th of the same month the landlord served notice of application to ascertain the true value of the tenant's interest, with a view to purchase. By order, dated July 24th, 1893, the Sub-Commission fixed the true value at £30. The landlord demanded a re-hearing. His uncontradicted evidence was that the holding was used only for grazing, that the only access to it was over adjoining farms; that the tenant did not reside upon the holding; that there were no buildings on it; that the tenant had made no improvements; and that nothing had been paid by the tenant going in, and that the tenant was not being disturbed, but was leaving at his own free will. Under these circumstances the landlord maintained that the tenant's interest, as against the landlord, could not be worth more than a nominal sum. The tenant had enjoyed the holding at a fair rent as long as he wanted it. He had paid nothing for it. He had spent no money on it. Under "the circumstances of the case," and "considering the interest of the landlord," the landlord should be entitled to get the holding back in the condition in which it was when let, when the tenant no longer wanted it. The Head Commission, however, confirmed the finding of the Sub-Commission, and the Court of Appeal held with them on the ground that the Land Acts had conferred a saleable interest in this holding on the tenant, and that the landlord could not re-enter without paying the tenant the value of this interest, or, as one of the judges argued, the law gave the tenant a right to compensation for disturbance; therefore, he had a right to an equivalent sum when he was not disturbed!

75. It is quite clear that, in the case of this little holding, Parliament took £30 out of the landlord's pocket and gave it to the tenant. According to any conceivable system of civilised law or equity, is not the landlord entitled to compensation for this?

76. Mr. Tottenham's £30 represents millions conveyed from the landed proprietors of Ireland to their tenants without compensation. In many cases the nature of the operation is cloaked by adventitious circumstances. Sometimes it shows clearly enough through this cloak.

Similar Cases noticed by Fry Commission.

77. The Report of the Fry Commission (page 33) notices a case in which the judicial rent of a holding of 71 acres in County Cork, formerly held at a rent of £77 was fixed at £40 in 1892. The Commissioners who fixed this rent found that there were no improvements, and that the only building on the holding, a thatched cottage, of little value, was the landlord's. In 1895, the tenant gave notice of intention to sell. The landlord decided to exercise his right of pre-emption, and the Land Commission fixed the "true value," which the landlord had to pay for possession, at £480!

78. In the evidence (Queries 13,548 to 13,560) a case is described in which a tenant took a holding with a mill, dwelling-house, and suitable farm buildings, direct from the landlord in 1867 at £30 per annum for the land, and £20 for the building, and an "input" of £150. In 1876 the landlord voluntarily reduced the rent to £37 (for the whole), owing to

the mill having ceased to be profitable. In 1884 the tenant went into Court and got the rent reduced to £32. In 1889 the tenant died, and the executors gave notice of intention to sell. The landlord claimed his right of pre-emption. The land was found to have greatly deteriorated during the tenancy—the drains out of order, the buildings mostly in bad repair, some with the roofs off; the mill closed, the times (to judge by the heavy reductions of rent made by the Sub-Commissioners) worse. The "true value" which the landlord had to pay for possession was fixed at £450. Deduct £150 originally paid for possession by the tenant, and you have a "conveyance" from the landlord to the tenant's executors of £300, *plus* the money equivalent of the deterioration of land and buildings.

79. There are hundreds of cases of sales of tenants' interests which virtually show a like transfer of property, but these will be dealt with in connection with the question of reduction of rent.

Effect of Land Act of 1881 on Selling Value of Property.

80. Mr. Gladstone maintained that the Act of 1881 would improve the selling value of the landlords' property, which he estimated at 27 years' purchase of the judicial rents. Its effect has been to make Irish landed property totally unsaleable in the open market. Parliament has attempted to create an artificial market by advancing money on favourable terms to the tenants to buy out their landlords' interests. The sale of a limited amount of property has been accomplished in this artificial market, at an average price of seventeen years' purchase of the rents.

"The Irish Landlord's Progress."

81. This, then, is the average "Irish Landlord's Progress" under the operation of legislation that was, according to its originators, to "confer a benefit upon him."

82. The public eye has been too much filled by the case of big men whose rent-rolls are so large that they appear to the man in the street to be able to stand any amount of cutting and carving without rendering the victim an object of compassion.

83. Let us, then, take the case of a man who is able to perform useful functions as a modest country gentleman, who has been educated himself and could, not unreasonably, hope to educate his children, and who has a mansion and grounds of moderate pretensions, but which cannot be kept up for nothing. He had, let us say, a rental of £500 a year, consisting of rents which, according to the finding of the Bessborough Commission, were, as a rule, "not what in England would have been considered as a full or fair commercial rent." On this rental let us suppose (as a fair average case) that tithe rent-charge, quit rent, and family charges, etc., amount altogether to £100 a year, equivalent to a capital sum of £2,000. His net income from land was, therefore, £400. The average reduction of rents for the first term was 20 per cent. (omitting fractions), leaving his rental £400, and the charges unaltered—income £300. The average reduction of rents for the second

term (omitting fractions) has, for so far, been over 20 per cent. This reduces the rental to £320, and the net income to £220. From this position the landlord is magnanimously offered an escape by what English Radicals have called a "Landlords' Relief Bill," under which he may sell his estate to his tenants at (on an average) 17 years' purchase of the rent, payable in land stock. This will amount to £5,440 land stock, equivalent, with land stock at current prices (say 93) to about £5,059, of which £259 will, probably, be absorbed in making title, and by other expenses thrown on the landlord, leaving £4,800—out of this the charges must be paid off, viz., £2,000, leaving £2,800, which, if the landlord is, as is usual, a limited owner, cannot be invested at more than 3 per cent., and leaves him in the enjoyment of an income of £84 per annum, and a probably totally unsaleable house.

84. The losses have not been completely stated in the above sketch. The cost of two sets of law suits, connected with the judicial fixing of the first and second term rents have been omitted, but these could only be avoided by agreeing to such reductions as the tenants were willing to accept. The various Land Acts, moreover, have in various ways increased the difficulties in the way of recovering arrears of rent, and made such recovery more expensive to the landlord, thus making further inroads upon his income.

Landlords persuaded to accept the Land Act of 1881 as "a Final Settlement."

85. Before passing to the consideration of the actual reductions of rent and the principles and practice followed in making those reductions, it is worth pointing out to the reader that, to the reasons already given, for the small amount of opposition offered by the landlords to the passing of the Act of 1881, should be added Mr. Gladstone's direct exhortation to them to accept his measure because "their true interest is to have this question settled, and settled at once," and his warning that "if the party opposite came into office they would, under pressure, as they have done before, bring in a larger Bill than this; and that the words 'fraud, force, and folly,' as applied to the three 'F's.' would gradually dwindle and grow pale, and that the hon. member (Mr. Parnell) might wave his flag of triumph over a measure passed by a Conservative Government, of which, perhaps, some Conservatives would themselves be heard to say, the landlords scowling in the background, 'How much more liberal a measure it is, after all, than that which was brought forward by the Liberal Party." —(*Hansard*, vol. 261, p. 607).

86. What a Conservative Government might have done "under pressure" had the Act of 1881 been rejected it is idle to guess. This we know, that the promise that this Act would "settle the question at once," proved as delusive as similar promises made in 1870, and that what actually happened was that a Conservative Government "under pressure" made the irreversibility of the position created by the passing of the Act of 1881 a pretext for passing three more Acts, the first of which made compulsory abatements in the rents fixed by public authority a few years before. The first and second, between them, made the terms of almost every written contract between landlord and tenant variable or voidable in the interest of the

tenants, while remaining valid against the landlord. All three admitted varous categories of tenants excluded, for what seemed to him sufficient reason, by Mr. Gladstone, to the benefits of the "three F's," and placed further difficulties in the way of the recovery by the landlord of such rent as these Acts professedly left him a right to.

87. A general view of the series of Acts above alluded to and their results make it clear that, so far from "settling the question at once," the Act of 1881 was the second of a series of Acts which deprived the landlords piecemeal of an amount of property that could not have been taken from them all at once in any civilised country without ample compensation, and that the "question" is not settled yet. Combinations of tenant farmers are demanding further legislation for the conveyance to them of "the inherent capacity of the soil" they occupy, and for the compulsory transfer to them of the ownership of their holdings. These combinations promise to give our rulers as much trouble as the Land League did in its time, and they have been powerful enough to compel even "Conservative" candidates for the representation of agricultural constituencies to promise to give some measure of support to these demands in Parliament.

IV.

JUDICIAL REDUCTION OF RENTS.

Agricultural depression in Ireland and Great Britain.

88. The fall in agricultural values within the last twenty years is primarily a piece of bad luck, which Irish landlords have shared with owners of land all over the world, but it has been a misfortune peculiar to Irish landlords that this fall coincided with the introduction of a system of fixing rents by Commissioners on vague principles, or no principles at all. This has rendered it difficult to disentangle the losses due to economic causes from those due to the Land Acts and their administration, and has enabled those to whom the consideration of Irish landlords' claims to compensation was inconvenient to set up the theory that the reduction in Irish rentals has been entirely due to economic causes, for the effect of which no claim for compensation can be entertained. If this were true, it would not render it less equitable that the general taxpayer should contribute something towards the relief of classes that have suffered severely from causes from which the rest of the community has reaped advantages, in the shape of cheapness of food and of other necessaries and luxuries. But it is not true.

Comparisons between Reductions of Rent in Ireland and in Great Britain.

89. The commonest form of the argument is that which compares the natural fall in rents in parts of Great Britain with the judicial reductions in Ireland, and asserts that the reduction in Irish rents is less than that in English and Scotch rents.

90. What is the character of these parts of Great Britain, and how far can they properly be compared with any part of agricultural Ireland? Speaking generally, these are wheat lands which have not yet been to any substantial extent converted to any other use, and which cannot easily be converted to any other use, and no useful comparison can be made between the state of things there and the state of things on Irish lands on which wheat was never grown, except during periods when high prices tempted everyone to grow wheat, and on which no one has dreamt of growing wheat latterly.

91. The only fair comparison between the reduction of Irish rents and the fall of rents in Great Britain is one with those parts of Great Britain where the general agricultural conditions are similar to those of Ireland. The Report of the Commission on Agricultural Depression represents rents in the South-Eastern counties to have fallen since 1879 by from 20 to 50, and more, per cent.; but it also states that in Lancashire rents have fallen from 5 to 10 per cent. in the same period, in Wales from 15 to 30 per cent., in Ayrshire from 5 to 20 per cent., in Dumfries 16 per cent., in Renfrewshire from 10 to 15 per cent., and it is these reductions that should properly be compared with the judicial reductions in Ireland. These Irish reductions, for the first term, averaged 20·8 per cent., and for the second term 21·4 per cent. on the first judicial rents, or nearly 38 per cent. on the original rents.—(H. C. Paper, No. 91 of 1903).

92. The reductions in Ireland appear to be considerably greater than the contemporaneous reductions in those districts of Great Britain in which the conditions are at all similar.

Comparison of Rents prior to Reduction.

93. It must further be considered what the rents were from which these deductions have been made.

94. As has already been pointed out, the Bessborough Commission found that rents in Ireland, were, as a rule, not what in England would have been considered full or fair commercial rents. In only 8 per cent. of the cases brought before the Land Commission to have "fair rents" fixed was any evidence of increase of rent shown. Except in some cases where old leases had fallen in, or in the case of estates purchased by land speculators in the Incumbered Estates' Court, Irish rents were seldom higher in 1881 than they had been in 1841. Often they were lower.

95. In Great Britain, however, the returns of income tax assessment appear to show that rents in England rose 22 per cent. between 1842 and 1872, in Wales 37 per cent. between 1842 and 1882, and in Scotland 35½ per cent. between 1842 and 1882. There is some evidence to show that the rents of land on which heavy reductions were made between 1870 or 1880, and the present time, had been enormously increased in the preceding period. For example, a farm in the parish of Neuthorne was let in 1834 for £360. In 1855 the rent was increased to £560, and subsequently to £710, including interest on £1,000 spent on it by the landlord. Another farm near Kelso was let in 1834 at £412. In

1846 it was raised to £550, in 1858 to £768, and in 1874 to £980. It has been calculated that from 1843 to 1879 rents in Roxburghshire went up 57 per cent., in Berwickshire 39 per cent., and in Orkney 194 per cent.

96. Reductions in rent on such farms obviously stand in a very different category from reductions in Irish rents standing at the same figure as they did in the first half of the century. After making due allowance for expenditure by landlords, it is unusual to find rents in any part of Great Britain, outside the wheat lands of such counties as Essex (in which more wheat was formerly grown than in the whole of Ireland put together), reduced below, or even as low as, the rents paid for the same lands in the forties, whereas in Ireland there have been frequent instances of judicial rents fixed at 20 per cent. and more below the rents of 1842.

Indiscriminate character of Judicial Rent Reductions in Ireland.

97. Mr. Gladstone seems to have anticipated that moderate rents of old standing would not be touched by the Land Act — the rents of the "many landlords with whom we have not a shred of title to interfere"—(speech on introducing the Land Bill of 1881), but the following case given in evidence before the Fry Commission (Queries 19,013 to 19,018) is an example of what has taken place in similar cases in many districts. The old landlord had his lands let at about 11s. per acre. A portion of the estate was sold in the Incumbered Estates Court in 1857. The purchaser raised the rents when the old leases expired to 40s. an acre. The rents on the unsold portion of the estate were left at the old figure—the figure in leases granted in 1803. Tenants on both portions, whose farms were contiguous and of similar character, went into the Land Courts to have "fair rents" fixed. The tenant on the new landlord's side of the fence obtained a reduction from 40s. an acre to 18s. 4d. per acre ; the tenant on the old landlord's side obtained a reduction from 11s. per acre to 8s. 7d. per acre.

Comparison inadmissible on divers grounds.

98. The argument against the Irish landlords' claims to compensation for the losses inflicted on him by reductions of rent in the Land Courts (or part of such reduction), founded on the contention that as large reductions have taken place in Great Britain, fails, on examination, in the matter of mere figures. But the comparison is inadmissible on more general grounds.

99. English and Scotch landlords have it in their power to raise their rents again the moment times mend, while Irish landlords are deprived of all such power during successive periods of fifteen years, and have very little ground to hope that the Land Courts will, under any circumstances, raise rents materially at the end of any such period.

100. The immediate cause of the fall in English and Scotch rents is the cessation of the effective demand for the hire of land for agricultural purposes. Landlords had farms thrown on their hands, and could get no tenants at even a nominal rent. This has never happened in Ireland except as the result of intimidation.

101. The value the landlords in Great Britain have lost is value that, for the time being, has disappeared. Should it reappear the landlord will at once re-enter into possession of it.

102. In Ireland a considerable part of the value the landlord has lost has not disappeared. It is there. It is being bought and sold. It has passed to the tenants. It can never come back to the landlord. In these parts of Ireland where no tenant-right existed, prior to the Land Act of 1881, it now sells for from three to thirty years' purchase on the rent. The smaller the farm the higher the tenant-right, simply because there are more people able to bid ; and thus we have extreme competition rents restored in the very cases which legislation had most in view. In the North and elsewhere, where tenant-right formerly existed, it has in most cases, considerably risen in value. It, no doubt, fluctuates considerably. Districts may be found where it formerly sold at extravagant prices, where it has now somewhat fallen in value. In some instances the prices represent rather residential than agricultural value ; but on the whole, when land is good, or even middling, it has risen in a marked manner. In Southern Ulster, where, on many estates, no tenant-right existed prior to 1881, and where on others five or eight years' purchase was considered a a good price, it now fetches from twelve to twenty-five and upwards. Cases also frequently come before various courts which show that the rent really paid by the actual occupier is as high, or higher, than ever, the effect of recent legislation being merely to ensure that where such high rent is paid some person, other than the landlord, shall profit by it.

103. When, and in so far as, economic causes pull down rents in Ireland the landlords will suffer that loss. If rents are arbitrarily reduced at any time beyond what such causes at the moment warrant, an additional loss is inflicted. The landlords will sooner or later be hit both ways, and for the hits they get in the arbitrary way they ought to be recompensed.

V.

THE FRY COMMISSION (1897-98).

104. In considering what bearing the Report of the Fry Commission has on the subject under discussion, two things must be borne in mind :—

Unanimity secured by compromise.

105. First, that the unanimity of the Report must needs have been the result of compromise, as the tenor of the questions put by the different members of the Commission made it clear that they had approached the matter in hand with divergent prepossessions. To secure the acquiescence of the two anti-landlord members, we may assume that various findings have been considerably toned down.

Scope of Enquiry restricted.

106. Secondly, it was outside the scope of the inquiry, as defined by the terms of reference and laid down in the President's introductory remarks,

'to inquire into the principles of the Land Legislation of Ireland," and the injustice that may have been inflicted on any class by the Land Acts themselves; or "to re-try cases," that is, to review the interpretation of the law as laid down by those to whom the Legislature had entrusted the interpretation of it.

Nevertheless injury to Landlords clearly indicated.

107. The light thrown on the claim for compensation by this Report is, therefore, largely indirect; and, so far as it is direct, it is partial, and clouded by the blunting and dulling effect of compromise. The opponents of the landlords' claims have dwelt on the sentences in which the Commissioners say:—"We feel ourselves unable to conclude that the machinery of the Land Statutes has been uniformly worked with injustice towards landlords," p. 26; and "We are inclined to conclude that the abatement then" (at the first, fixing of fair rents) "was not, on the whole, excessive," p. 22. "We are also convinced that the administration of justice has not been poisoned by any systematic endeavour on the part of the Commissioners or Assistant Commissioners to benefit either side at the expense of the other," p. 26.

108. Inasmuch as the Report elsewhere (page 13) adopts the statement that as regards proceedings under the Land Acts "there is neither a common understanding of the law or anything approaching uniformity of practice," the first of the sentences above quoted does not seem to preclude the idea that a very substantial amount of injustice has been inflicted by the working of the machinery of the Land Acts. The third sentence merely attributes to Land Commissioners a modicum of such good intentions as serve to pave a place we have heard of, and the second phrase is rendered tolerably fluid by the words "on the whole." The real grit in the finding of the Commission must be looked for in those paragraphs of the Report that come to closer quarters with the evidence. To quote everything that bears on the point at issue would swell this chapter to unreasonable dimensions, but the following passages do a good deal to clear up the meaning of the generalities quoted above:—

109. "We have come to the conclusion that in point of fact fair rents are now ascertained, with rare exceptions, by reference only to what we have called the technical line of evidence, and that the circumstances of the case and of the district do not receive that consideration which the Act of 1881 directs." (Report, p. 20.)

110. "In the rare cases of excessively high cultivation the rent has, probably, in some cases, not been sufficiently reduced, and in the commoner cases of deterioration, we believe that the rent is frequently fixed too low, and the landlord thereby injured." (Report, p 27.)

Valuable "occupation interest" conferred on Tenant at expense of Landlord.

111. "The case of Markey *v.* Earl of Gosford, decided by the Land Commission, determined that in point of law there is no such thing as the ll eged occupation right." (Report, p. 21).

112. " . . . There is, however, reason . . . to believe that this notion of an occupation interest existed in the minds of some of the early valuers, and did, in fact, influence them, and it is very possible that some cases in which the reductions then made appear startling may be in part attributable to this doctrine." (Report, p. 22.)

113. " The greater number of Lay Assistant Commissioners and Court Valuers who have been before us say that they have not taken this so-called interest into consideration, and that they have made no allowance for it. Some of these officials, on the other hand, have stated that they do make an allowance for this reputed interest."[6] (Report, p. 21.)

114. " We find it impossible to form any certain judgment as to the extent to which this allowance has been made ; but so far forth as it has ultimately acted in lowering the amount fixed for fair rent, it has obviously worked an injustice towards the landlords." (Report, p. 26.)

115. A comparison of these findings with the evidence published in the appendices, produces an impression that, but for the necessity of using words which would command the unanimous assent of all five Commissioners, the Report would have put the matter of the illegal allowance for occupation interest a good deal farther.

116. Appendix B. III. consists of a memorandum by Mr. Justice (now Sir Edmund) Bewley, in which he appears to lay down the doctrine that any sum that a tenant has paid to a predecessor in title (over and above the value of tenant's improvements), or any such sum which the tenant can reasonably expect to receive from an outside purchaser of his interest, shall, in fixing a fair rent, be taken the same account of, against the landlord, as a similar sum paid to the landlord himself as an "imput" or fine ; and that, when the Land Act, 1881, says that " the amount of money, or money's worth, that may have been paid or given for the tenancy in a holding by a tenant, or his predecessors in title, otherwise than to the landlord, or his predecessor in title, shall not of itself, apart from other considerations, be deemed a ground for reducing or increasing the rent of such holding," it means that money paid for the tenancy, otherwise than to the landlord, shall he deemed as good a ground for reducing the rent as money paid to the landlord, and that such payment shall, apart from other considerations (for no other considerations are mentioned in Sir E. Bewley's argument), be deemed a ground for so reducing the rent.

117. Sir E. Bewley's example case is, as usual, obscured by the introduction of the improvement question. If we eliminate improvements, it comes to this: in letting land to a tenant, a landlord may confer on him the privilege of sitting at a rent less than the full letting value, say by £6, in consideration of the payment to the landlord by the tenant of £200 ; and, in a subsequent adjustment of rent, account should be taken, as against the landlord, of the fact of this payment ; and, because account should be taken against the landlord of money paid to him, account should be taken against him for money paid to someone else, not for the privilege of sitting at an abated rent agreed to by the landlord for a consideration of £200, but for the

[6] The reader is referred to the Appendix for a full statement of the views of the Commission on this vital question of occupation interest.

tenancy of the farm, at a fair rent; and, if no such money has been paid, account should be taken against the landlord for the sum that might be obtained for the tenancy at such fair rent. Apart from the peculiarity of the theory that the same deduction from the landlord's rent should be made whether he received substantial consideration for such deduction or no consideration, it is obvious that Sir E. Bewley's doctrine opens the door to all the consequences of the interpretation of the direction to "consider the interest of the tenant," pointed out by Mr. A. J. Balfour and others in 1881, and repudiated by Mr. Gladstone, and of the interpretation which the late Marquis of Waterford put upon certain words in Mr. Morley's Land Bill of 1895, of which Mr. Morley said :—

118. "He seems to assume that we mean that the interest on the tenant-right, the sum paid for the tenant-right, is to be deducted from the fair rent from time to time, and he really assumes that we are the authors of so preposterous a proposition as this :—My rent is £100. I have a mind to go. I sell my interest for £1,000. The man to whom I have sold my tenant's interest goes into Court, and has a fair rent fixed, and it seems to be supposed that by this clause we direct the Court to deduct, say, 3 per cent. on the £1,000—for the tenant's right—and deduct that from the rent." Having shown that this must result in successive reductions until the rent was wiped out, he added :—"Well, we may be abandoned politicians, but we should not have been so idiotic as to make proposals of that kind." (See Dr. Traill's article in the *National Review* for March, 1898).

119. Considering that the Judge who, it seems, considers that the Land Acts and the Ulster Tenant-right Customs embody these "preposterous propositions" and "idiotic proposals." was head of the Land Commission from 1890 to 1898; considering that he told Mr. Morley's Select Committee that it had been the practice to make deductions from rent, on account of occupation interest; considering that some of the Assistant Commissioners, who told Sir Edward Fry that they made no allowance for occupation interest, were understood to have told Mr. Morley's Select Committee that they did make such allowance; considering that evidence was given to the effect that Assistant Commissioners who said that they made no such allowance reduced rents as much as those who admitted that they did make it, and sometimes more; considering the temptation Assistant Commissioners whose methods were, on any theory, somewhat loose, were under to deny that they had for years been doing what higher legal tribunals had pronounced to be totally illegal; is there not a suspicion, almost amounting to a presumption, that these illegal deductions have been very generally made, and that by continuing to make such heavy reductions, as we see every day, they are striving to show that the heavy reductions made before the illegality of these methods was authoritatively declared were not made on a basis contrary to that declaration?

120. Had all the Assistant Commissioners examined before the Fry Commission, who repudiated having made deductions for occupation interest, been pressed, as one of their number was by Dr. Traill, perhaps their denials would have been shown to be of the same nature as his.

121. This gentleman when asked, "When you were valuing did you allow for occupation interest?" answered, "Certainly not." But a few questions

later he admits : " My opinion is that the fair rent which the sitting tenant would be entitled to—leaving improvements out of the question—that the landlord has a right to get something more than that for letting to a new tenant coming in there." The phrase is grammatically incoherent, but the meaning is clear.

Value of Property thus conveyed, without payment of any consideration, estimated at £20,000,000.

122. Dr. Traill says that the evidence taken by the Commission, of which he was a member, seems to him to prove conclusively that this process of gradual absorption of the rent is going on, and that the reductions of rent for second-term cases are being carried out universally upon this principle of allowance for occupation interest. If this be so, it must, in the words of the Report, be " working an injustice to the landlords." To what extent? If it is going on now, it has been going on all along. None of the officials who have confessed to making such an allowance put it at less than 10 per cent. Since 1881, judicial rents to the amount of £5,147,212 have been fixed, either by the Land Commission, or by agreement out of Court, based generally on the standard furnished by the average decisions of the Court. If these rents have all been fixed 10 per cent. below the fair full letting value (after allowing for tenant's improvements), landlords have been mulcted to the extent of £571,908 in annual income, equal to a capital sum of, at least, £11,438,160. But every holding to which the Land Acts apply is liable to be dealt with in this way, and the operation, direct or indirect, of such a law, so interpreted, is not confined to holdings on which judicial rents have actually been fixed. The aggregate rental of holdings to which the Land Acts apply cannot well be estimated at less than £10,000,000, and the landlords appear, therefore, to be suffering a mulcture, actual or potential, of about £1,000,000 a year, equivalent to a lump sum of at least £20,000,000.

VI.

TENANT-RIGHT.

Remarks of the Fry Commission.

123. Dr. Traill has stated that "the high price which continues to be given for tenant-right, in spite of the depression of the times, as shown by overwhelming evidence at our enquiry," confirms the conclusion that this transfer of landlords' property is taking place.

124. The Report says (p. 25):—" The argument from a comparison of rents and the prices of tenant-right has failed to produce in our minds the conclusion to which it was directed." To what conclusion the returns of sales of tenant-right put in were actually directed is not made quite clear in Mr. Campbell's introductory address, but the authors of the Report appear to assume that the object was to show an excessive reduction of rent, which can only be accounted for by the supposition that a large allowance has been made, without legal warrant, for tenants' occupation interest.

Perplexing nature of Returns of Sales.

125. The returns of sales of tenant-right are perplexing documents, from which it is absolutely impossible to compile statistical generalisations with any approach to accuracy. The capriciousness and uncertainty and variability of the prices given for tenants' interests are so great as to render any trustworthy calculation of averages and any estimate approaching precision of the interdependence of rent and value impossible. In some districts, particularly in Donegal, the price seems to bear no relation directly to the value of the holding or inversely to the amount of the rent. Attempts at arriving at averages are everywhere upset by the circumstances that the tenant-right of small holdings commands a relatively much higher price than that of large holdings (*vide* paragraph 102, above).

126. As regards many districts, there is a difficulty in ascertaining whether there was a pre-existing tenant-right custom. In some districts the fact that tenant-right is selling at, say, ten years' purchase, may seem to show that an interest of large capital value has been conferred on the tenants by the Land Acts. In other districts the same rate of purchase may show a falling off from the prices paid before there were any Land Acts at all.

127. The returns actually before the Fry Commission, in most cases, gave insufficient information as to the portion of the prices which might be held to represent the value of tenants' improvements.

128. Some of these difficulties may, however, be eliminated. The districts with respect to which there is any evidence of a fall in the prices of tenant-right are those where there was a demand for tenancies at high prices before 1881, and even before 1870, on account of the reputation of a well-established custom in the district, or of the character of the landlord. When the main features of the custom of tenant-right were extended to the whole of Ireland, by legislation which purported to confer absolutely by law on all tenants the privileges theretofore enjoyed on suffrance by those on certain estates, and in certain limited districts only, the tenant-right on those estates ceased to have the special monopoly value it used to have, and the prices there fell off somewhat as those in other places rose.

129. In the absence of sufficient information as to tenants' improvements, we may look for guidance, as to the general operation of the Land Acts, to cases where the question of improvement does not arise—*i..e*, where there is evidence either that there are none, or that they were made or paid for by the landlord.

Value of Tenant-Right of unimproved holdings.

130. In Appendix B to the Fry Report, we have cases in a Western county as regards holdings on which there were no improvements and no buildings:—(1) Old rent,£77; judicial rent, £62; tenant's interest sold for £600. (2) Old rent, £118; judicial rent, £71; tenant's interest sold for £500. (3) Old rent, £16 10s.; judicial rent, £8 15s.; tenant's interest sold for £160.

131. At Query 27,428, in the minutes of evidence to the Fry Commission Report, a case is mentioned in which a farm, then in the landlord's hands,

mostly grazing, was let in 1865 to a wealthy man living on another estate at £80 a year ; in 1883 the tenant got the "fair rent ' fixed in the Land Court at £65, and in 1891 he sold his interest to another tenant on a neighbouring estate for £245, having made no improvements "except allowing a house which belonged to the landlord to fall down." This is not such a "startling ' case as regards the ratio of the purchase money to the rent, as many other cases, but it is, from its simplicity, as instructive as Curneen *v.* Tottenham. There were no "improvements," there was no "land hunger," and the operation of the Land Act conveyed an interest valued at £245 from the landlord to the tenant.

Evidence of Mr. Commissioner Lynch.

132. Taking such simple cases as a guide, we are able to form a general idea of what such cases imply as were mentioned by Mr. Commissioner Lynch (Queries 7,752, &c.): "The rent was £6 10s. The tenant's interest was bought for £225 . . . in the early part of 1895, and the landlord subsequently sold his interest for £130" (under the Land Purchase Act). (7,757). "A case which was a holding in the landlord's hands of 52 acres. He put a rent upon it, measured according to the rent of the surrounding holdings" (which is equivalent to the standard set by the administrators of the Land Acts, and amounted in this case to £52 10s.) "and he put that holding up for sale by auction . . . and it was sold for £1,508, including auction fees." The landlord sold his interest for £1,051 ; the value of this farm seems, therefore, to have been £2,559, which value would, but for the Land Acts, be the landlord's property. The effect of the Land Acts is to transfer £1,508 of this to the tenant, and to leave the landlord £1,051.

Judge O'Connor Morris.

133. Judge O'Connor Morris states (6,514) that on his estate the value of tenant-right has risen by 20 years' purchase of the rents since the Land Acts.

Mr. H. D. M. Barton.

134. Mr. H. D. M. Barton gives particulars of a number of cases in which the rents fixed in 1881 amounted to £133 5s., in which sales between 1881 and 1889 produced £2,301; in which the tenants' improvements were estimated by the Land Commissioners, in 1896, at £1,545 9s., leaving a tenant's interest outside the value of improvements and carved out of the landlord's property of £755 11s., and in which the Land Court, in 1896, reduced the rents to £85 2s. 6d.—*i.e.*, by £48 2s. 6d.—which Mr. Barton interprets as a further transfer of £962 10s. (£48 2s. 6d. multiplied by 20) worth of property from the landlord to the tenant, in addition to the £755 11s. worth he already had over and above the value of his improvements.

Estimate of Value of Property conveyed from Landlord to Tenant without compensation at £20,000,000, corroborated.

135. Without attempting to pronounce a verdict upon the conflict of evidence as to the movement of the price of tenant-right in some districts of the North-east, where tenant-right formerly ruled very high, and tenants' improvements are worth a good deal, the weight of the evidence before the Fry Commission undoubtedly tends to show that in face of a fall in prices and agricultural values lately, there has been an upward tendency in the value of tenant-right greater than the value of recent tenants' improvements can account for. Making the most liberal allowances for tenants' improvements, for capricious fancy prices in some cases, for failures to find a customer in others, and for every possible peculiarity and set off, it is impossible for any one with sufficient knowledge of the country to enable him to understand the significance of the returns published in Appendix C to the Fry Report, to study their contents without being convinced that the Land Acts have conferred on the tenants an interest in the lands in their occupation, the money value of which amounts to some multiple between 2 and 20 of the rent. Few will put it as low as twice the rent ; but if we take it at this figure it will amount to £20,000,000—the same sum as we arrived at on the theory that the rents had been fixed at 10 per cent. below the letting value on account of occupation interest.

136. That a grant of £20,000,000 should have been made to Irish farmers, in these bad times, may be an excellent thing. Whether it has been conveyed to them in the manner calculated to do them the most good need not be discussed here. For the country at large, it is not good that it should have been made at the sole cost of another body of Irishmen, the landlords, to whom the times have brought no relief to compensate them for it.

Treatment of Irish Landowners compared with that of Other Classes injured by Legislation.

137. What has here been written has not exhausted the catalogue of distinct injuries, some of them appraisable in money values, and some not, that have been inflicted on Irish landlords by the Land Acts, but enough has been said to justify a very pertinent question asked by a speaker at one of the earlier meetings of the Landlords' Convention : "Are the valuable rights—forming part of the property in some cases bought with hard-earned money, in others conferred as the sole reward of service to the State, in many inherited through a long line of ancestors—of which Irish landlords have for reasons of State been deprived, less sacred than those, for example, of the Darien Company for the loss of which members of the Company received some £400,000 down, at the time of the Scotch Union, or than the heritable jurisdictions of the Highland chieftains, for the loss of which they were compensated in money to the amount of £161,000 after the rebellion of 1745, or than those of the lay patrons who were compensated for their loss under the Church Act of 1869, or than those of the owners of property in the flesh and blood of their fellow-creatures, for the loss of which they received £20,000,000 in 1833? Do losses suffered by the Queen's Irish

subjects, in consequence of the neglect of certain of the Queen's Ministers to protect their property, form a less valid claim to compensation than those alleged to have been suffered by the citizens of another State in consequence of negligence in enforcing the Foreign Enlistment Act, to whom £3,000,000 were awarded under the Geneva Arbitration?"

VII.

TITHE RENT-CHARGE.

Lord Cadogan's Statement of the grievance in 1888.

138. On the 2nd July, 1888, the late Lord Lieutenant of Ireland—then Lord Privy Seal—said in the House of Lords, that, as regards the tithe rent-charge, Irish landlords had "a real and substantial grievance;" that their claim was "in accordance with justice;" and that it was the "anxious wish of the Government to afford a remedy for a state of things which nobody could deny required immediate attention. It was the sincere desire of Her Majesty's Government, with as little delay as possible, to formulate their proposals, and lay them upon the table of the House."

139. From that day to 1900 absolutely nothing was done "to remedy a state of things which nobody could deny required immediate attention and consideration," and the Government showed remarkable self-denial in refraining during twelve years from gratifying what Lord Cadogan said was its sincere desire in July, 1888!

What is Tithe Rentcharge?

140. Before 1823 tithe was a tax on certain produce grown by Irish farmers, payable in kind to the clergy of the then Established Church, or to lay impropriators.

141. Various Acts of Parliament from 1823 to 1832 accomplished the conversion of this tax on corn crops, payable in kind by the occupiers, into a charge on the lands, payable in money by the owners.

142. The collection of the original tithe in kind and of the money composition substituted for it by the Acts of 1823, 1824, and 1827, was often difficult and sometimes dangerous. The majority of the occupiers belonged to a different Church from that which was established, and many resented being legally compelled to support an "alien" Church, while they were spiritually compelled to support the clergy of their own religion as well.

143. The right conferred on the landlords to add the amount of the tithe composition, which the Act of 1832 made payable by them, to the rents of the tenants by whom it had previously been payable, was, in many cases, of doubtful value. The objection to direct payment of tithe was apt to be carried over to the payment of an increase of rent, made especially for the purpose of providing for payment of tithe composition. An examination of old rentals seems to show that the right was not enforced to any great extent, and all that the landlords really received, as against the heavy charge put upon them, was a general ultimate increased letting value of their

estates, arising from the tenants being exempted from tithe. Meanwhile the position of landlords as occupiers was made worse by the liability for tithe composition being extended by the Acts of 1823 to 1832 to grazing lands, demesnes, etc., which had been exempt from tithe.

144. These considerations made it necessary that, when the Act of 1838 converted liability for payment of tithe composition into a tithe rent-charge, an abatement should be made, and bare justice was done to the landowners by fixing the tithe rent-charge at 75 per cent. of the nominal tithe composition. This percentage was, on the one hand, quite as much as the landlords could reasonably expect to recoup themselves for by additions to rent, and, on the other hand, £75 tithe rent-charge on the owner's estate was worth as much to the clergy as a nominal £100 of old tithe, which could not be collected without danger, expense, and loss. The State gained greatly on the whole transaction by getting finally rid of the "Tithe War."

145. If the landlords were, on the whole, losers, a certain measure of rough justice was done in making a class, the majority of whom were members of the Established Church, liable for the payment of the tithe for its support.

Church Disestablishment.

146. In 1869, however, the Church was disestablished, and all its revenues, except such as were required to meet claims for life interests, taken from it.

147. The landlords, however, were not only required to go on paying the tithe rentcharge, but in 1872 an Act was passed depriving them of the right to have the amount varied every seven years, in accordance with variations in the price of corn, and making the charge a fixed one in perpetuity.

Tithe Rentcharge Redemption.

148. By the Act of 1869 the redemption price was fixed at 22½ years' purchase, the market price being, according to Mr. Gladstone's own statement, a fraction over 17 years' purchase. As against this, advances were offered to the tithe rent-charge payers nominally at 3½ per cent., under an arrangement by which they were to discharge the debt by paying £4 9s. per cent. for 52 years. With regard to this arrangement, Mr. G. W. Balfour said in 1896 (April 13th):—"There is no doubt whatever that the landlords have been very harshly dealt with in this matter. When the landlords redeemed the tithe rent-charge, what is supposed to be redeemed is the net tithe rent-charge, exclusive of the poor-rate. As a matter of fact, the annuity which they now have to pay—namely, £4 9s. for fifty-two years—would, on the supposition that the interest is calculated at £3 10s. per cent., pay off, not the net but the gross tithe rent-charge." All, however, that was done to remedy what Mr. G. W. Balfour said was "a manifest injustice" is a provision in Section 37 of the Land Act of 1896 that, where land is being sold to a tenant under the Land Purchase Acts, the tithe rent-charge shall be redeemed on the basis of the annual sum being payable for a term of forty-five instead of fifty-two years. For the consolation of landowners who were not selling their estates, or who were paying tithe rent-charge

instalments on land in their own occupation, Mr. G. W. Balfour said :—"I think it may be taken that the proposal we have inserted in this Bill is an acknowledgment of the general principle, and that at some time or other that general principle will be given effect to by legislation." (Parl. Debates vol. 39, p. 815).

The Landlords' cumulative grievance

149. The grievance of being required to continue to pay ecclesiastical tithe rentcharge after the Church had been disendowed ; the grievance of Irish tithe rentcharge being maintained at the figure of 1872, when English tithe rentcharge (and Irish rents) have been reduced 40 or 50 per cent. ; the grievance of the redemption price having been fixed at 22½ years' purchase, when the market was 17, and of the interest on redemption loans being maintained at £3 10s. per cent. when money is lent to tenants to redeem their rents at £2 15s. per cent., were all left unredressed. The landlord has a reasonable claim for, say, £10. Mr. G. W. Balfour told him he has been very harshly dealt with, gave him one halfpenny, and informed him that a principle was thereby acknowledged which "at some time or other" might be given effect to by legislation which will benefit him to the extent of (say) one penny.

Summary.

150. The whole story is characteristic.

First, the Irish Catholic peasant is made give a tithe of his crops to support a Protestant Church. When he makes the collection of this tithe disagreeable, the burden is lifted over on to the landlord's back. The landlord, considering that the charge goes to the maintenance of the Church to which he, as a rule, belongs, bears it without much grumbling. Mr. Gladstone then persuades Parliament that the Church of the minority in Ireland ought not to remain established and endowed, but that the landlords, who will have from henceforth to support their Church by voluntary subscriptions, should go on paying the tithe rent-charge—or redeem it on terms most favourable to the British Exchequer—to provide funds wherewith to pay £372,331 compensation to Maynooth College for the cessation of the grant heretofore paid out of the Consolidated Fund, £773,767 to compensate the Presbyterian Church for the cessation of the Regium Donum which had been paid out of the Imperial revenue since the time of Charles the Second, and funds for various other purposes which would otherwise have had to be provided out of Imperial revenue. The fund to which the landlords are thus contributing is at present charged with £1,271,500 for relief of distress ; £1,000,000 for what is called Intermediate Education (spent in providing rewards for cramming and being crammed for written examinations in certain subjects, most of which are of no moral or material good to the victims), £1,300,000 for National School Teachers ; £1,500,000 for the Congested Districts Board, and so forth. In order to provide for these and other purposes, the value of the Church fund was artificially swollen by divers provisions of the Acts of

1869 and 1872, to the detriment of the owners of property subject to tithe rent-charges and Church perpetuity rents. Mr. Murrough O'Brien estimated the capital sum imposed by these measures on the payers of tithe rent-charge and perpetuity rents, in excess of the proper market value of these securities, at £4,870,000. (Par. Paper C—7,720—I, page 390).

151. At first sight it would seem that when it was decided that there should for the future be no established and publicly endowed Church in Ireland, and that the Church theretofore established and endowed with public moneys should be deprived of the £400,000 a year, more or less, provided by payments of tithe compositions converted into rent-charges, the persons with the best claim to benefit by the cutting off of that source of income were those who had hitherto paid it as a special tax for a special purpose; the more so as most of them were members of the Church theretofore in receipt of these moneys, and would, in the natural course of things, be called upon to make up the loss to their Church out of their own pockets.

152. This argument was, however, met by the representation that the tithe rent-charge was not a tax, but a charge upon the lands. The lands had been bought and sold and otherwise dealt with as subject to this charge, and to wipe it out gratis would simply be to give a number of persons a present of property they had not paid for or otherwise acquired—*e.g.*, a man who in 1863 bought a property worth £100 a year, subject to a tithe rent-charge of £10 a year, for £1,800 would, were the Act of 1869 to abolish the tithe rent-charge, be able in 1870 to turn round and sell it for £2,000; and the State had a better right to the £200 than the owner in such a case.

153. As matters stood in 1869 this argument was good enough, but as matters stand now it entirely fails to hold water. The purchaser of an Irish estate before 1869 purchased property with a rent-charge on it, of which he had no right to expect to be relieved without payment, but he also purchased property with all the legal rights of ownership, of which he had no right to be deprived without payment. If the effects of the Land Acts from 1870 to 1896 on the landlord's property be estimated on the one hand, and the present value of tithe rent-charge on the other, it is obvious that the total remission of all further payments under the head of tithe rent-charge or tithe rent-charge redemption instalments from this time forth would only satisfy a fraction of the claim that can be legitimately made for compensation for, or (if Lord Salisbury likes it better) relief in consideration of, losses inflicted by Parliament for what Parliament considered to be the public convenience.

154. Tithe rent-charge payers are not all landlords, in the sense of being rent receivers, and direct sufferers from the operation of the Land Acts. If the landlord has a special right to expect remission of further payments of tithe rent-charge as an instalment of the compensation due him for the injuries inflicted upon him by the Land Acts, every Irish tithe rent-charge payer shares with him the grievance of being obliged to continue to pay tithe rent-charge for objects foreign to the original purpose of such a charge, and in relief of the Imperial Exchequer for payments which ought properly to come from that Exchequer; and the grievance of being deprived of the right to have the rate of payment varied with the variations

in the price of corn. The *Dublin Gazette* tables show that in parishes where wheat was the standard, the tithe rent-charge, if adjusted on the seven years' period system, would now be 45 per cent. less than it is, and in parishes where oats were the standard, about 22½ per cent. less than it is. Arrears of abatement are also due. In England tithe rentcharge, which was £108 in 1872, was only £67 in 1902.

The Proper Remedy and the Inadequate Relief granted in 1900.

155. Demands were put forward by meetings of Irish tithe rent-charge payers as such, for the repeal of the Act of 1872, and allowance for the excess paid for years past. It is well that this special aspect of the grievance should be separately and clearly put forward, but nothing short of the total abolition of further payments for tithe rent-charge would meet the justice of the case, in face of the injury done to most of the payers by the Land Acts ; and the devising of the best methods for taking some immediate steps in this direction at once, and for completing the abolition in as few years as may be found to be financially possible, would have been a more practical mode of dealing with the question than a scheme for the reintroduction of the system of varying tithe rent-charge payments in accordance with variations in prices of agricultural produce. The total remission of the payments for the tithe rent-charge, now (1902) amounting to £119,644 per annum, and of tithe annuities, now amounting to £155,113 per annum, ought not to involve an impossible effort on the part of the Chancellor of the Exchequer and the Land Commission between them, but all that has been obtained as the result of years of persistent effort on the part of the Irish Landowners' Convention and its friends in Parliament is a measure (the Tithe Rent-Charge Ireland Act, 1900), giving inadequate and deferred relief as regards the variability of the tithe rent-charge, and a bare correction of the miscalculation against the payers in the Act of 1869, a correction made in such a manner that those tithe rent-charge payers, who are redeeming their liability by instalments, will derive no benefit from it for a good many years to come.

VIII.

LAND PURCHASE.

Purchase in lieu of Compensation.

156. The present writer was once told by a prominent Cabinet Minister that it was to provisions in Land Purchase Acts that Irish landowners must look for compensation for injuries inflicted by other Land Acts. That was some years ago, and they have hitherto looked in vain.

157. The idea is statesmanlike, and it is a pity no effort has till now been made to give effect to it. There is something to be said for Lord Lansdowne's dictum that "it would be an entirely novel thing to remedy the blunders of ill-conceived legislation by grants from the Treasury" in

the form of "direct compensation" even to landlords who, he considers, "have been very great and very cruel sufferers by the legislation of the last few years." (Parl. Debates, vol. 50, col. 1,083).

158. But there can be no such objection to providing adequate funds for giving effect to the policy, repeatedly approved by Parliament, of settling the Land Question and putting an end to the friction and trouble created by the well-meant but ill-conceived series of "Fair Rent" Acts, by the transfer on fair terms of the ownership to the occupier.

159. In no other way can the concluding recommendation of the Fry Commission as to the "great boon" that "would be bestowed on Her Majesty's subjects" by a measure that would stay the "unrest" and cast off "the burden of a perpetually recurring litigation" be carried out. It is not in accordance with strict justice that landlords should only receive substantial amends for the injury done to their property, for the alleged good of the community, on condition of ceasing to be landlords ; but the landlords as a body, are not likely to raise any great objection to this condition. Those of them who foresaw the effect of the Land Acts most clearly—such as The O'Conor Don and Mr. Kavanagh—confined themselves to demanding that, if such measures were enacted, landlords should be offered the alternative of parting with their estates at a fair price, paid or guaranteed by the State. How far have the Land Purchase Acts passed up to the present time met this demand? How far have they given the landlords an opportunity of disposing of their estates at a fair price, having regard, on the one hand, to their value prior to 1870, and, on the other hand, to the fall in prices from general causes?

The working of Land Purchase hitherto as it affected (1) the Tenant, (2) the Taxpayer, (3) the Landlord.

160. The Land Purchase Acts have been vaunted as "generous measures. The terms on which tenants have been enabled to borrow money to purchase out the landlords' interest in their holdings were unprecedentedly favourable, but it is not quite easy to see where the "generosity" comes in. The unexampled easiness of the terms was due to the unprecedentedly low rate of interest at which solvent Governments, like that of the United Kingdom, could borrow money, not to any one's generosity. Not one penny towards the facilitating of these transactions has come out of the British taxpayer's pocket. His guarantee of the Land Stock has cost him nothing, and the Irish Land Commission, acting as broker for the mortgagee, has taken the most scrupulous and over-scrupulous care—that it should involve him in no appreciable risk, as is proved by the return of sales of bought-out farms, and of arrears of instalments (see Fry Report, Vol. III.)

161. The Irish tenant (who commands votes) and the British taxpayer (who commands votes) have been well cared for ; but how about the landlord, the person whose wrongs really deserve the most consideration in the matter?

162. The landlord who desired to "take advantage" (as the phrase goes) of the provisions of the Land Purchase Acts, and of the form of compensa-

tion supposed to be offered therein, had first to find a tenant willing to buy, and then to come to an agreement with him about the price.

163. When he set about trying to find his "way out" by this process he found that the series of Land Acts for periodically reducing tenant's rents, and the mode in which these Acts were administered had deprived the prospect of owning their holdings, subject to a definite terminable annuity, of all charms in the tenants' eyes, and that they were not disposed to enter into agreements to purchase, except on terms which would make their purchase annuities substantially lower than they expected the rents to be after the next reduction. Only in exceptional cases could they be induced to agree to more than from seventeen to nineteen years' purchase of the existing rent. Now, to an unincumbered limited owner, sale at seventeen years' purchase meant a reduction of gross income of 49 per cent., or—taking 10 per cent. as equivalent to outgoings saved by sale—39 per cent. on the net income, as against 21 per cent., which is the average reduction of gross rent he had to fear from the administration of the Fair Rent Acts, by the Land Commission. Sale at nineteen years' purchase meant a reduction under similar circumstances of 43 per cent. on gross income, or 33 per cent. on net. In many cases, tenants have been exhorted not to give more than fourteen or fifteen years' purchase. Sale at fourteen years' purchase meant a reduction of gross income of 58 per cent., or 48 per cent. of net income. The loss on land stock has not been taken into consideration in these figures, nor the costs of making maps, proving title, etc, etc., which were all thrown upon the landlord in these transactions and usually swallowed up 10 or more per cent. of the purchase money. Whatever may be the proper description of such transactions as these, which have taken place under the name of sales under the Land Purchase Acts, they can hardly be represented as having constituted a mode of compensation to the vendor for previous injury to his property. They only afford a fresh proof of the injury it has suffered, and of the justice of his claim for compensation.

164. But the trouble does not end here. When the tenant has, in spite of adverse influences, agreed to a sale and purchase even at a figure only equal to eighteen or nineteen times the rent the Land Commission has come in, as broker for the mortgagee, and, if its inspector took peculiar and pessimistic views of the future value of land, or of the solvency or moral character of the tenant, the advance was refused, or only granted to a less amount. The landlord was either relegated to his former position, but with a disappointed and discontented tenant, or obliged to bear a greater loss by carrying out the purchase at a lower rate.

Evidence of Sir John Franks, C.B.

165. According to a paper furnished to the Fry Commission by Mr. (now Sir John) Franks the Land Commission has cut down the amount agreed upon between landlord and tenant under the Act of 1885, between August, 1885, and March, 1897, from £11,361,824 to £9,984,959—by £1,376,865, or 12 per cent. (Fry Com., vol. III., p. 63). On January 13th, 1898, a case came before the Head Land Commission in which the landlord and tenant had agreed to a sale of a holding of sixty odd acres,

valued at £33 and rented at £29 7s. 6d., at £525—about eighteen years purchase of the rent. The Commissioner having charge of the case in the first instance, refused to sanction an advance of more than £400. The other Commissioners, before whom the case came on appeal, confirmed this decision, on the ground, apparently, that the tenant was a thriftless person, and "did not seem able to manage the land." This holding formed part of an estate of which some particulars are to be found in volume III. of the Fry Report, pp. 200-205, showing that the current average price of tenants' interests, good and bad, under old unreduced rents, from 1881 to 1897, was 10¼ years' purchase of the rents, the highest being 16¾ and the lowest 5½, and that the average price of the occupiers' interests in holdings brought under the Purchase Acts since 1885, and sold subject to the annuities payable to the Land Commission was 18½ years' purchase of the annuity—the highest being twenty-five years, the lowest 12¼ years.

Evidence of Mr. Commissioner Wrench.

166. Mr. Commissioner Wrench produced a book before the Fry Commission of which a copy, or at any rate, some further extracts should have been embodied in the appendix to the Report. He read some figures out of it, taken, he said, at random, showing that in one case, where the Land Commission had advanced £149 to purchase the landlord's interest, the purchaser's interest, subject to the instalments, had sold shortly afterwards for £197. In another, where the advance was £70, the purchaser's interest sold for £163; in another, where the advance was £100, the purchaser's interest sold for £162 10s.; in another where the advance was £357, the purchaser's interest sold for £550; in another, where the advance was £875, the purchaser's interest sold for £1,200; in another, where the advance was £30, the purchaser's interest sold for £10—the purchaser's interest in every case being subject to the instalments for the repayment of the purchase-money advanced, or the balance thereof (Fry Report, Vol. II. Queries 26,850-26, 854).

Return of Sales in Appendix to Fry Commission Report.

167. The return actually published in Vol. III. of the Fry Report (pp. 6-7) shows that (among 25,342 holdings, for the purchase of which advances were made by the Land Commission from 1885 to 1897) in 114 cases only had the purchaser's interest to be compulsorily sold, and that only in seven cases did it fail to fetch a price, subject to the liability for the Land Commission annuities.

Overstrictness of Land Commission in the matter of Security.

168. The Fry Commission were certainly well warranted by the evidence before them, including that of Mr. Commissioner Lynch, as well as that of Mr. Commissioner Wrench, in reporting that "the practice of the Department has been over strict in the matter of security, and that applications to the Department have thereby been discouraged" (Report, p. 36).

169. The Land Acts, among other things, prevent a landlord from choosing his own tenant, or removing an incompetent one, and then the Commissioners administering the Land Purchase Department make the fact that the land is in the hands of an unsatisfactory tenant, a reason for refusing to provide the advance necessary to enable the landlord to get rid of the land and the tenant at a reasonable price, even when the tenant agrees to it.

170. If the Purchase Department of the Land Commission had been an institution established for the purpose of finding absolutely safe mortgage investments for the spare money of the British taxpayer, its record would be a highly creditable one ; but whether by the Commissioners' own fault, or by the fault of those who appointed them, or of those who legislated for them, it has signally failed if regarded as an instrument for carrying out a great remedial policy on behalf of the richest people in the world for settling the agrarian troubles of one of the poorest.

A Worthy Policy.

171. An arrangement worthy of the general policy of the Land Purchase Acts should enable the tenant to acquire the ownership of his holding at a price he is fairly certain to be able to pay off by instalments at moderate interest, and the landlord to sell at a price which will leave him an income approximately equal to his net income from rent. Neither party should be mulcted in expenses. The costs of transfer should be borne by the State. Besides the expenses, the delays and difficulties constitute a real grievance and obstacle to the working of the Acts. The landlords and tenants and their solicitors blame the Land Commission. The Commissioners blame the solicitors. Subject to a proper originating statement being put in, the work should be done by an adequate staff of trained officials, and all possibility of such mutual recriminations done away with.

172. As regards the price itself, the low rate of interest which enables the State to grant such favourable terms to the tenant, makes sale ruinous to the majority of landlords (who cannot find a safe investment at more than 3 per cent.) at the prices hitherto current.

Foreign Examples.

173. Looking abroad for examples of similar transactions, it may be noted that the rate of interest and other circumstances enabled the State in Prussia about 1850 to liberate the peasants from money dues payable to landlords, on terms which gave the landlords an income from the investment of the purchase-money in the public funds of the country, equal to 80 per cent. of that which they formerly obtained from the dues, while they were relieved from liabilities bearing a higher proportion to their rents than those from which the Irish landlord will ordinarily be relieved by sale. The tenants were able to redeem by a limited number of payments of equal amount to their dues.

174 When the peasants were emancipated in Bavaria, the price was fixed at eighteen years' purchase to the tenants, and twenty to the landlords, and the difference was provided out of public funds.

IX.

CONCLUSION: 1881 AND THE PRESENT DAY.

Origin of the attack upon the Landlords.

175. About 1878 the Home Rule movement became to a great extent an attack on the landlords. This course was adopted by the men who, at that time, pushed themselves to the front in that movement mainly for two reasons—

176. The disposition shown by some landlords, who resented the infringement of their rights by the Act of 1870, to withdraw privileges voluntarily granted to tenants, and to make full use of the powers which that Act left them ; the hesitation some landlords felt in the face of the Land Act already passed, and of the agitation for legislation still further encroaching on their rights, to make voluntarily abatements and allowances in the face of the bad seasons of 1878 and 1879 and 1880, such as many of them would have made under the old system ; still more, the real difficulties many farmers found themselves in in those years (from the general pressure of creditors for the numerous and heavy debts incurred by all classes of the community during a long preceding period of inflated credit) caused widespread agrarian discontent. A section of the Home Rule leaders determined to fan this discontent into a breeze that would fill the sails of their movement, and give it an active popular backing such as it had lacked up to then, and such as mere National sentiment could not secure for it amongst a population of small farmers, whose aspirations for political independence were smothered in the cares of daily life. To them promises of permanent reductions and even total abolition of rent seemed worth going to meetings to listen to when the difficulty of making rent and the consequences of not paying it were becoming alarming, and were all the more felt in that it was not now the old hand-to-mouth tenancy that was threatened, but the tenancy enhanced in value by the security given by the Act of 1870. The fact of that Act having been obtained gave an appearance of plausibility to the promises of the Land League that they would not otherwise have presented to the suspicious minds of Irish peasants. On the other hand, the landlords were looked upon by many of the then leaders as the "English garrison," and their ruin was regarded as a necessary preliminary to the success of an effective effort to secure Irish independence. It will hardly be denied by his greatest admirers that the attraction of the Land League movement for the late Mr. Parnell lay rather in the injury it would do to the Unionist landlords, than in the good it might do to their tenants.

177. No sooner did the Irish Home Rule party identify itself with the advocacy of sweeping legislation in favour of the tenants, at the expense of the landlords, than the Liberal Party, at that time in sharp antagonism to the Home Rule Party, began to bid against them for the suffrages of those tenants. (Latterly so-called Conservatives have joined in the competitive wooing of the suffrages of the tenant voters with promises to bestow more and more of the remaining contents of the landlord's pockets upon them).

Attitude of English Landowners.

178. The English squires, wrapped up in the conscious virtue of men who had built their tenants' houses and mended their gates for them, and so earned a right to double their rents in fifty years, showed little sympathy for their Irish brethren, who, as they were led to believe, exacted their rents without performing their duties.

Attitude of Irish Landowners.

179. The Irish landlords allowed their case to go by default, made no combined defence, and if we except a few sporadic utterances from one or two of their number, such as the late Lord Lifford and the late Mr. Bence Jones, made no appeal to public opinion in favour of their threatened rights. Irish landlords have been much blamed for this failure to combine in their own defence while it was yet time. The blame is hardly just. Irish landlords were not at the time in question by any means a homogeneous body. Differences in their relations to their tenants, and in their way of looking at things generally, were not so easily got over.

180. Resident Irish landlords who were proud of their good relations with their tenants, and of the credit they enjoyed of never having evicted or rackrented anyone, and of the assiduity and impartiality with which they performed their duties as magistrates and grand jurors, could not bring themselves to row in the same boat with *novi homines* who had bought properties in the Encumbered Estates Court, with a view to wringing the utmost penny out of them, or to the carrying out of British notions of reforming Irish agriculture by clearing the land of its old inhabitants, and establishing large Scotch farmers in their place. Nor had they any sympathy with that small minority of absentees who neglected all their duties to the country from which they derived their incomes, and merely called upon their agents to furnish them with the results of rent-collections, without acquainting themselves or allowing themselves to be made acquainted with the manner in which the rents were produced or enforced. The "good landlord," living in the midst of a well-affected people, nourished an excusable idea that no measure for giving fair play to tenants could do much harm to those who always had given, and always intended to give fair play, and he was disposed rather to welcome any effort to grant protection to poor devils who had the bad luck to live on the estates of that minority of landowners whose conduct had brought and was bringing discredit on a class which consisted mainly of men who did not deserve it. He was not going to put his hand in his pocket, to fall out with his own tenants, to get up combinations, in order to defend some retired grocer from the consequences of having acted towards his tenants in a way which he, the "good landlord," would never have dreamt of acting towards his. The conduct of such men on the eve and on the morrow of 1881, may have been short-sighted, but cannot fairly be said to have been so inexcusable as to debar them from all claim to compensation for the injury which they can be shown to have suffered from the measure to which they then failed to offer effective opposition.

First General Defensive Combination of Irish Landowners.

181. It was not till 1887, after a Conservative Government had passed a measure enabling written contracts of letting and hiring agricultural land to be broken in the tenants' favour, and compulsorily abating rents fixed a few years previously by public authority for fifteen years, that the long-suffering landlords entered into any sort of general combination for their mutual protection ; too late to turn the current of legislation, but in time to raise some small dams against the total submergence of their possessions by a flood of confiscatory legislation and its unregulated administration ; in time, also, to formulate a claim to compensation for the injuries they have suffered.

Prospects of Redress.

182. Whether they obtain such compensation in any form depends more upon healthy outside public opinion than upon anything they can do themselves. They have been stripped of all effective political power in this country, and they can hardly be said to have any representatives in the House of Commons. Is a wider public opinion ripening which will see justice done in this matter? That Irish tenant farmers have obtained substantial advantages from the results of agitation under the auspices of the Land League and similar organisations, and from the Acts passed to allay such agitation cannot be denied ; but have these advantages been an unmixed blessing in the way that they have been obtained—by methods that have sapped respect for proprietary rights and for the sanctity of a witness's oath, and which have tended to incapacitate the resident gentry for such useful work as they would otherwise have been willing and able to do for the benefit of the community, by unnecessarily impoverishing them, and by forcing them to devote all their energies and their remaining means to the defence of their properties from constant attacks in and out of Parliament? Is it not time that these attacks should cease, and that part of what has been accomplished by them should be undone—not at the expense of the tenants, but of the State?

APPENDIX A.

THE FRY COMMISSION ON OCCUPATION INTEREST.

The following quotations from the Report of the Fry Commission present a fuller view than that given in the text of the conclusions of the Commission as regards the important question of Occupation Interest.

"The greater number of Lay Assistant Commissioners and Court Valuers who have been before us say that they have not taken this so-called interest into consideration, and that they have made no allowance for it. Some of these officials, on the other hand, have stated that they do make an allowance for this reputed interest.

"The practice of making the allowance is not new, for we find that Mr. William Henry Gray, a highly respected valuer, appointed in January, 1882, allowed about 15 per cent. for it as a deduction; and Mr. Barnes, a valuer of high reputation and large experience from the year 1882 to the present day, spoke before us with great emphasis of the prevalence, throughout his experience, of the practice of fixing the fair rent at a lower figure than a prudent incoming tenant would be ready to give. (Report, p. 21.)

"In the opinion of Mr. Justice Bewley, a number of the Assistant Commissioners had acted on the so-called principle of making the allowances from the commencement of the operations under the Act of 1881, and evidence was given before Mr. Morley's Committee which corroborated this view. In some minds the habit is inveterate. It might have been supposed that the Act of 1896 and the pink schedule would either have suppressed the practice or compelled a confession of it, but it has failed in both alternatives with some officials, and the practice of allowing for it without dealing with it by way of specific reduction has received the approval of Mr. Justice Bewley, in Markey *v.* Earl of Gosford (*ubi supra*) though not of the three other Commissioners who sat with him. That the existence of the doctrine of an occupation interest should have some influence on the assessment of fair rent is almost inevitable; and in some cases we have been able to follow it. One valuator said that if the tenant had not the occupation interest he would value the rent at 10 per cent. more. Another witness (an Assistant Commissioner) assessed it at 6d., 1s., or 1s. 6d. per acre, according to the length of time during which the tenant or his family had been in occupation. (Report, p. 22.)

". . . There is, however, reason . . . to believe that this notion of an occupation interest existed in the minds of some of the early valuers, and did, in fact, influence them, and it is very possible that some cases in which the reductions then made appear startling may be, in part, attributable to this doctrine. (Report, p. 22).

"Cases of sales of tenant-right in which thirty years', forty years', fifty years', and eighty-four and a-half years' purchase of the rent have been paid have come before us. A holding of 100 acres, all the improvements on which were the landlord's, in respect of which the old rent was £150 and a judicial rent of £80 was fixed in 1888, sold in 1896 for £740. These facts are, perhaps, partly to be accounted for by a deduction from the rent by reason of an occupation interest. (Report, p. 22).

". . . The facts that tenant-right generally continues to fetch high prices, that no land is derelict, that farmers generally prosper, that the bank deposits of 1896 are higher than ever, and the increase of the volume of farming stock in Ireland forbid the notion of a wide-spread injustice towards the tenants in the fixing of fair rents. Report, pp. 25, 26).

"On the other hand, cases have been produced before us in which it is difficult to reconcile the very high prices paid for tenant-right where the tenant had no improvements, with the notion that the fair rent was adequate: these cases are sufficient to make it plain that individual cases of miscarriage have occurred, and to confirm us in the opinion that in some instances an occupation interest has been allowed for. For the reasons already given, we find it impossible to form any certain judgment as to the extent to which this allowance has been made; but so far forth as it has ultimately acted in lowering the amount fixed for fair rent, *it has obviously worked an injustice towards the landlords.*" **(Report, p. 26).**

APPENDIX B.

IRISH LANDOWNERS' CONVENTION.

Resolutions and Statement

ON

THE IRISH LAND PURCHASE QUESTION.

Adopted by the Irish Landowners' Convention, on 10th Oct., 1902.

RESOLUTIONS.

I.

That it appears to the Convention desirable, at the present time, to set forth generally the conditions on which they believe that the Irish Land Purchase Question could be effectively dealt with. They do so for the following reasons :—

REASONS.

(1). That the Government have shown themselves unwilling to grant the landlords' claims to compensation (the justice of which the Convention still maintains) for the grave injuries inflicted on them by past Legislation ;

(2). That the Government have refused to give effect to the chief Recommendations of the Fry Commission ;

(3). That the Government have shown no favour to other suggested solutions, such as the fining-down of rents ;

(4). That the landlords who have not hitherto sold are, as a body, resolved not to part with their estates on terms under which, in addition to the loss already incurred, their present incomes would be substantially reduced ;

(5). That the Government have professed their readiness to deal with the Irish Land question, and have twice announced a Land Purchase Bill in the speech from the Throne.

CONDITIONS.

(*a.*) That the change—which is not of the landlords' seeking—should be carried through without expense and additional loss to them;

(*b.*) That to make this possible, on terms acceptable to the tenants, the amount of the Purchase Instalment should be reduced from 4 per cent. to $3\frac{1}{4}$ per cent. or to such rate as would secure the maintenance of an annuity, decreasing by fixed amounts at fixed periods;

(*c.*) That the foregoing, and all privileges provided by Mr. Wyndham's present Bill in the cases of sales to Estates' Commissioners, should be extended to cases of sales by direct agreements between landlords and tenants;

(*d.*) That when a landlord and tenant have agreed upon a price, the amount should be advanced, provided the initial instalment does not exceed the rent;

(*e.*) That the sum of £10,000, in Clause 4 (2) (*b*) of the Chief Secretary's Bill should be increased to £20,000, and the limitation to one-fifth of the purchase-money removed;

(*f.*) That the Acts should be administered, generally, in a spirit of encouragement to Vendors;

(*g.*) That the interests of the present Land Agents should be fairly considered, as part of the expenses of carrying out the Acts.

II.

That the Convention strongly urge that, as the rent-fixing system competes with Land Purchase, it is advisable that provision should be made, in any Bill dealing with Purchase, whereby the onus would lie upon the person who goes into Court after a date named to show what circumstances have arisen on account of which the rent should be varied.

III.

That the Convention approve of the Statement on the Irish Land Purchase Question adopted by their Executive Committee on 3rd October, 1902.

STATEMENT

Adopted by the Executive Committee, on Friday, 3rd October, 1902, and by the Irish Landowners' Convention, on Friday, 10th October, 1902.

1. His Majesty's Government have not seen their way to take any steps to meet the just claims of Irish Landowners for compensation for the loss and damage inflicted on them by the Land Acts of 1881 and subsequent years, and by the mode in which they have been administered ; nor to render the operation of those Acts more tolerable by giving legislative effect to the Recommendations of the Fry Commission.

2. The Government have decided to promote the settlement of the Irish Land Question by providing further facilities for the transfer of the ownership of tenanted land in Ireland to the occupier, by voluntary sale and purchase, with the assistance of Treasury advances.

3. This is a policy which has been supported by the Irish Landowners' Convention since its foundation. Some of the most important provisions of the Irish Land Purchase Acts embody recommendations made by the Convention at various times.

4. The provisions of the Bill now before Parliament do not meet the necessities of the position described in paragraphs 8 to 32 of the Sixteenth Report of the Executive Committee (dated 11th April, 1901), and subsequently by the Chief Secretary in the House of Commons on 25th March, 1902, when he said :—

Rt. Hon. G. Wyndham, Mar. 25, 1902 ; *Parl. Debates*, vol. 105, p. 1035)—I believe we have got—at all events that we are getting—to the end of the landlords who are prepared to sell for a capital sum which can be advanced under the existing law. Those who have sold belong chiefly to three classes—either they are landlords who have other sources of income, and other interests, often in this country (England), or they are landlords who were tempted to sell by the premium on land stock during 1897-99 inclusive, or, in the third place, they are landlords who have been forced to sell because they were embarrassed, and their creditors urged them to take that course. The remainder are prevented from selling because they cannot afford to do it.

5. Solvent landowners who have not parted with their estates cannot and will not part with them at such rates of purchase as seem practicable under the financial provisions of this Bill.

6. Solvent landlords cannot reasonably be expected to fall in with the policy of the Government as regards the general voluntary transfer of tenanted land —

(1). Unless they are paid a price which, invested at 3 per cent.,

will yield an income approximately equal to their present net income;

(2). Unless provision is made for freeing the vendor from the whole cost of clearing and registering title, not only for the purpose of enabling the estate to be sold, but for that of apportioning and distributing the purchase money;

(3). Unless the foregoing, and the privileges provided by Mr. Wyndham's present Bill in the cases of sales to Estates Commissioners, be extended to cases of sales by direct agreements between landlords and tenants;

(4). Unless it be provided that, when a landlord and tenant have agreed upon a price, the amount shall be advanced, provided the initial instalment does not exceed the rent;

(5). Unless the privilege of purchasing "any parcel of the estate or untenanted land" by the owner be enlarged, and advances for the purpose sanctioned up to at least £20,000; and the limitation to one-fifth of the purchase-money be removed;

(6). Unless the Acts be administered, generally, in a spirit of encouragement to Vendors.

7. If a Land Purchase Measure is to be generally effective, all these points must be attended to.

8. As regards the largest of them—the rate of purchase—the chief difficulty arises from the tenants having been taught to expect that, in becoming owners of the landlord's estate, not only should they make no additional payment, but that the annual purchase instalment should be less than the existing rent.

9. That landlords should be asked, not only to sever their connection with estates to which they are naturally attached by many ties, but to agree to further losses of income, in addition to those already inflicted upon them by past unsuccessful Parliamentary efforts to settle the Irish Land Question, is neither just nor practicable.

10. The landlords who have not yet sold will in almost every case prefer to hold on to their estates, rather than part with them on terms involving further certain loss.

11. If Government and Parliament mean business in this matter they must deal with it in a businesslike manner, by a more liberal use of the great asset at their disposal—the credit of the British Exchequer.

12. The rate of interest charged for advances for land purchase was reduced at various periods between the Church Act of 1869 and the Land Act of 1896.

13. Instead of reversing this process, as is proposed in the financial clauses of the Bill now before Parliament, it must be pushed further, and a rate of interest charged on advances which would enable an annuity to be adopted commencing at $3\frac{1}{4}$ per cent., with periodical reductions.

14. This would render it possible to make advances on terms which would give the landlord a price at which he could afford to sell.

15. While most Irish landlords would part with their estates with great reluctance, we believe few would be found to stand in the way of any reasonable attempt to ameliorate the situation which has resulted from the working of the Act of 1881, or of the acquisition by the occupying tenants of the proprietary rights, and the freedom from uncertainty and litigation which they desire, if the terms above indicated are assured to them.

16. If the matter is to be dealt with on these lines, the necessary steps should be taken at once, and the measure already promised in two King's Speeches be put into an effective shape, and postponed to no other measure whatever in the next Session of Parliament.

17. The Convention strongly urge that, as the rent-fixing system competes with Land Purchase, it is advisable that provision should be made, in any Bill dealing with Purchase, whereby the onus would lie upon the person who goes into Court after a date named to show what circumstances have arisen on account of which the rent should be varied.

APPENDIX C.

THE IRISH LAND CONFERENCE.

OFFICIAL REPORT.

(Dated 3rd January, 1903.)

WHEREAS it is expedient that the Land Question in Ireland be settled so far as it is practicable and without delay ;

And whereas the existing position of the Land Question is adverse to the improvement of the soil of Ireland, leads to unending controversies and lawsuits between owners and occupiers, retards progress in the country, and constitutes a grave danger to the State ;

And whereas an opportunity of settling once for all the differences between owners and occupiers in Ireland is very desirable ;

And whereas such settlement can only be effected upon the basis mutually satisfactory to the owners and occupiers of the land ;

And whereas certain representatives of owners and occupiers have been desirous of endeavouring to find such basis and for that purpose have met in conference together ;

And whereas certain particulars of agreement have been formulated, discussed, and passed at the Conference, and it is desirable that the same should be put into writing and submitted to His Majesty's Government,

After consideration and discussion of various schemes submitted to the Conference we are agreed :—

I. That the only satisfactory settlement of the Land Question is to be effected by the substitution of an occupying proprietary in lieu of the existing system of dual ownership.

II. That the process of direct interference by the State in purchase and resale is, in general, tedious and unsatisfactory, and that therefore, except in cases where at least half the occupiers or the owner so desire, and except in districts included in the operations of the Congested Districts Board, the settlement should be made between owner and occupier, subject to the necessary investigation by the State as to title, rental and security.

III. That it is desirable in the interests of Ireland, that the present owners of land should not as a result of any settlement be expatriated, or having received payment for their land, should find no object for remaining in Ireland, and that, as the effect of a far-reaching settlement must necessarily be to cause the sale of tenancies throughout the whole of Ireland, inducements should, wherever practicable, be afforded to selling owners to continue to reside in that country.

IV. That for the purpose of obtaining such a result an equitable price ought to be paid to the owners, which should be based upon income.

Income as it appears to us is second-term rents, including all rents fixed subsequent to the passing of the Act of 1896, or their fair equivalent.

V. That the purchase price should be based upon income as indicated above, and should be either the assurance by the State of such income or the payment of a capital sum producing such income at 3 per cent., or at 3¼ per cent, if guaranteed by the State, or if the existing powers of trustees be sufficiently enlarged.

Costs of collection, where such exist, not exceeding 10 per cent., are not included for the purpose of these paragraphs in the word "income."

VI. That such income or capital sum should be obtainable by the owners—

(*a*) Without the requirement of capital outlay upon their part, such as would be involved by charges for proving title to sell, six years' possession as proposed in the Bill brought forward in the Session of 1902 appears to us a satisfactory method of dealing with the matter ;

(*b*) Without the requirement of outlay to prove title to receive the purchase money ;

(*c*) Without unreasonable delay ;

(*d*) Without loss of income pending re-investment ;

(*e*) And without leaving portion of the capital sum as a guarantee deposit.

VII. That as a necessary inducement to selling owners to continue to reside in Ireland, the provision in the Bill introduced by the Chief Secretary for Ireland in the Session of 1902 with regard to the purchase of mansion houses, demesne lands, and home farms by the State, and re-sale by it to the owners, ought to be extended.

VIII. We suggest that in certain cases it would be to the advantage of the State as ensuring more adequate security, and also an advantage to owners in such cases if, upon the purchase by the State of the mansion house and demesne land, and re-sale to the owner, the house and demesne land should not be considered a security to the mortgagees.

IX. That owners wishing to sell portions of grazing land in their own hands for the purpose of enlarging neighbouring tenancies should be entitled to make an agreement with the tenants, and that in the event of proposed purchase by the tenants such grazing land may be considered as part of the tenancies for the purpose of purchase.

X. That in addition to the income, or capital sum producing the income, the sum due for rent from the last rent day till the date of the agreement for purchase and the hanging gale should be paid by the State to the owner.

XI. That all liabilities by the owner which run with the land, such as head rents, quit rents, and tithe rent-charge, should be redeemed, and the capital sum paid for such redemption deducted from the purchase money payable to the owner. Provided always that the price of redemption should be calculated on a basis not higher as regards annual value than is used in calculating the purchase price of the estate. In any special cases

where it may have to be calculated upon a different basis the owner should not suffer thereby.

Owners liable to drainage charges should be entitled to redeem same upon equitable terms, having regard to the varying rates of interest at which such loans were made.

XII. That the amount of the purchase money payable by the tenants should be extended over a series of years, and be at such a rate in respect of principal and interest as will at once secure a reduction of not less than 15 per cent., or more than 25 per cent. on second term rents or their fair equivalent, with further periodical reductions as under existing Land Purchase Acts, until such time as the Treasury is satisfied that the loan has been repaid. This may involve some assistance from the State beyond the use of its credit, which, under circumstances hereinafter mentioned, we consider may reasonably be granted. Facilities should be provided for the redemption at any time of the purchase money, or part thereof, by payment of the capital, or any part thereof.

XIII. That the hanging gale, where such custom exists, should be included in the loan, and paid off in the instalments to be paid by the purchasing occupier, and should not be a debt immediately recoverable from the occupier, but the amount of rent ordinarily payable for the period between the date when the last payment fell due and the date of agreement for sale should be payable as part of the first instalment.

XIV. That counties wholly or partly under the operations of the Congested Districts Board or other districts of a similar character (as defined by the Congested Districts Board Acts and by Section 4 Clause 1 of Mr. Wyndham's Land Purchase Amendment Bill of last Session) will require separate and exceptional treatment with a view to the better distribution of the population and of the land, as well as for the acceleration and extension of those projects for migration and enlargement of holdings which the Congested Districts Board, as at present constituted, and with its limited powers, has hitherto found it impossible to carry out upon an adequate scale.

XV. That any project for the solution of the Irish Land Question should be accompanied by a settlement of the evicted tenants question upon an equitable basis.

XVI. That sporting and riparian rights should remain as they are, subject to any provisions of existing Land Purchase Acts.

XVII. That the failure to enforce the Labourers Acts in certain portions of the country constitutes a serious grievance, and that in districts where, in the opinion of the Local Government Board, sufficient accommodation has not been made for the housing of the labouring classes, power should be given to the Local Government Board, in conjunction with the local authorities, to acquire sites for houses and allotments.

XVIII. That the principle of restriction upon sub-letting might be extended to such control as may be practicable over resales of purchasers' interest and mortgages, with a view to maintaining unimpaired the value of the State's security for outstanding instalments on loans.

And whereas we are agreed that no settlement can give peace and contentment to Ireland, or afford reasonable and fair opportunity for the

development of the resources of the country, which fails to satisfy the just claims of both owners and occupiers ;

And whereas such settlement can only be effected by the assistance of the State, which as a principle has been employed in former years ;

And whereas it appears to us that, for the healing of differences and the welfare of the country, such assistance should be given, and can be given, and can effect a settlement without either undue cost to the Treasury or appreciable risk with regard to the money advanced, we are of opinion that any reasonable difference arising between the sum advanced by the State and ultimately repaid to it may be justified by the following considerations :—

That for the future welfare of Ireland, and for the smooth working of any measure dealing with the transfer of land, it is necessary—

1.—That the occupiers should be started on their new career as owners on a fair and favourable basis, ensuring reasonable chances of success, and that in view of the responsibilities to be assumed by them, they should receive some inducement to purchase.

2.—That the owners should receive some recognition of the facts that selling may involve sacrifice of sentiment, that they have already suffered heavily by the operations of the Land Acts, and that they should receive some inducements to sell.

3.—That for the benefit of the whole community it is of the greatest importance that income derived from sale of property in Ireland should continue to be expended in Ireland.

And we further submit that, as a legitimate set off against any demand upon the State, it must be borne in mind that upon the settlement of the Land Question in Ireland, the cost of administration, and of law, and the cost of the Royal Irish Constabulary, would be materially and permanently lessened.

We do not, at the present time, desire to offer further recommendations upon the subject of finance, which must necessarily be regulated by the approval of the Government to the principles of the proposals above formulated, except that, in our opinion, the principle of reduction of the sinking fund in the event of loss to the State by an increase in the value of money, should be extended by the inclusion of the principle of increase of the sinking fund in favour of the purchasers in the event of gain to the State by decrease in the value of money.

Inasmuch as one of the main conditions of success in reference to any Land Purchase Scheme must be its prompt application and the avoidance of those complicated investigations and legal delays which have hitherto clogged all legislative proposals for settling the relations between Irish landlords and tenants, we deem it of urgent importance that no protracted period of time should ensue before a settlement based upon the above-mentioned principles is carried out, that the executive machinery should be effective, competent, and speedy, and that investigations conducted by it should not entail cost upon owner or occupier ; and, as a further inducement to despatch, we suggest that any State aid apart from loans which may be required for carrying out a scheme of Land Purchase as herein proposed should be limited to transactions initiated within five years after the passing of the Act.

We wish to place on record our belief that an unexampled opportunity is at the present moment afforded His Majesty's Government of effecting a reconciliation of classes in Ireland upon terms which, as we believe, involve no permanent increase of Imperial expenditure in Ireland; and that there would be found on all sides an earnest desire to co-operate with the Government in securing the success of a Land Purchase Bill which, by effectively and rapidly carrying out the principles above indicated, would bring peace and prosperity to the country.

Signed at the Mansion House, Dublin, this 3rd day of January, 1903.

DUNRAVEN, *Chairman*,
MAYO,
W. H. HUTCHESON POË,
NUGENT T. EVERARD,
JOHN REDMOND,
WILLIAM O'BRIEN,
T. W. RUSSELL,
T. C. HARRINGTON.

APPENDIX D.

MINUTE

ON THE

LAND CONFERENCE REPORT,

Adopted on 7th January, 1903,

BY THE

Executive Committee of the Irish Landowners' Convention.

A Meeting of the Executive Committee of the Irish Landowners' Convention was held at their Offices, 4 Kildare Street, Dublin, on 7th January, 1903. The following were present:—

Sir Thos. P. Butler, Bart., D.L., in the chair; His Grace the Duke of Abercorn, K.G.; Mr. W. E. Scott, D.L.; Mr. H. de F. Montgomery, D.L.; Mr. David Sherlock, D.L.; Lord Inchiquin;

Rt. Hon. Henry Bruen ; Earl of Westmeath ; Mr. James Wilson, D L. ; Lord Clonbrock, K.P. ; Lord Barrymore ; Right Hon. O'Conor Don ; Lord Cloncurry ; Dr. Traill, S.F.T.C.D. ; Mr. Toler R. Garvey ; Mr. W. T. Kirkpatrick ; Mr. Robert M. D. Sanders ; Earl of Drogheda ; and Mr. G. de L. Willis, Secretary.

The following Minute on the subject of the Report of the Irish Land Conference was proposed by His Grace the Duke of Abercorn, seconded by Right Hon. The O'Conor Don, and was unanimously adopted :—

MINUTE.

We have had under consideration the published Report of the Irish Land Conference, recently held at the Mansion House, Dublin. We recognise the Report as a valuable addition to the various suggestions that have been made for removing the grave difficulties of the Irish Land Question, by bringing the Land Purchase Acts into more general operation on the Voluntary principle. We observe that its proposals, so far as they relate to the landlords, are to a great extent identical with those adopted by the Irish Landowners' Convention on October 10, 1902, and therefore likely to be widely acceptable to the landlords. We feel that this fact calls for acknowledgment from us to those members of the Conference who acted on behalf of the tenants, and we are pleased to see that the terms on which they believe that the majority of the tenants would be willing to purchase have at length been made known, as asked for by the Landowners' Convention, and that the Government now have in their possession ample information as to the views held by all parties in Ireland. We would gladly see advances for sale and purchase made on the most favourable possible terms. There are several points in the Report which invite criticism, and from the adoption of which we must carefully guard ourselves and those whom we represent, but we have no doubt that the whole Report will receive the serious consideration of the Government.